

Release and Waiver of Liability and Indemnity Agreement

(revised 1/98)

I hereby acknowledge that I have voluntarily applied to participate from time to time in mountaineering and/or in mountaineering instruction or training, hereinafter referred to as "Activities". (Initial: _____)

I am aware that the Activities are hazardous, involving risk of serious bodily injury, death, or property damage and I am voluntarily participating in these Activities with knowledge of the risks. I expressly assume the risk of these dangers including, but not limited to, slips, falls, objects or persons falling on persons, equipment failure, injury from pointed equipment, high altitude sickness and/or injury, improperly administered first aid, lightning strikes, hypothermia, and/or drowning. (Initial: _____)

As lawful consideration for being permitted by the group engaging in these Activities or any of its officers, agents, servants, volunteers, leaders, activity participants, or employees, herein referred to as Releasees, to participate in these Activities and/or use their equipment, the undersigned does for him/herself, his/her heirs, executors, administrators, legal representatives, guardians, distributees, and assigns, collectively referred to as Releasors, hereby release, waive, discharge, and relinquish any action or causes of action for personal injury, property damage, or wrongful death which may hereafter arise from the Activities or any pursuit incidental thereto wherever or however said pursuit may occur and for any period said Activities and pursuits may continue. (Initial: _____)

The undersigned further agrees that under no circumstances will Releasors prosecute or present any claim against Releasees for any causes of action, for personal injury, property damage, or wrongful death, whether the same shall arise by the negligence or non-intentional conduct of any of said Releasees from the Activities or any pursuit incidental thereto. (Initial: _____)

The undersigned and the remaining Releasors hereby agree to indemnify, save and hold harmless the Releasees and each of them from any loss, liability, damage or cost (including attorney fees) which Releasees may incur as a result of injury, death, or property damage to the undersigned, or from suit from such personal injury, death, and/or property damage to the undersigned. (Initial: _____)

This Agreement is intended to be as broad as is permissible under the law of the State of California and this Agreement shall be interpreted under the laws of the State of California. (Initial: _____)

If any portion of this Agreement is invalid and/or is declared to be invalid by a Court of Law, it is agreed that the balance of the Agreement shall continue in full force and effect. (Initial: _____)

The undersigned has read and voluntarily signs the release and waiver of liability and indemnity Agreement and further agrees that no oral representations, statements, or inducements apart from the foregoing written Agreement have been made. (Initial: _____)

I will be personally responsible for my own safety during these Activities and assume all risks and accept full and complete responsibility for any and all damages and personal injury of any kind, including death. This Agreement must be signed by all trip participants as a condition for participation, which in my opinion makes this Agreement a reasonable contract. (Initial: _____)

The undersigned acknowledges that he/she has read the foregoing paragraphs and is completely aware of the potential dangers incident to engaging in the Activities, and is fully aware of the legal consequences of signing the within instrument. (Initial: _____)

Printed Name: _____ Age: _____

Signature: _____ Date: _____

Parent or Guardian Signature: _____ Date: _____

This document is available on the World Wide Web at this URL: <http://www.climber.org/trips/LiabilityWaiver.pdf>