

Mountain Skills Climbing Guides, Inc.
AGREEMENT FOR PARTICIPANTS AND/OR VOLUNTEERS
RELEASE AND DISCHARGE, ACCEPTANCE OF RESPONSIBILITY
AND ACKNOWLEDGMENT OF RISKS

This document affects your legal rights. You must read and understand it before signing it.

Name: _____ Date: _____

If Under 18 Name of Guardian : _____

Address: _____ State: _____ Zip: _____

Phone: _____

I, the above- named person being above age eighteen, or the legal guardian of the above-named person who is under 18, in consideration of the services of Mountain Skills Climbing Guides, Inc., the rate charged for those services, and **the right to engage in this event as a participant and/or volunteer**, hereby acknowledge, agree, promise and covenant with Mountain Skills Climbing Guides, Inc. and all other persons or entities, and release and discharge Mountain Skills Climbing Guides, Inc. and all other persons or entities, on behalf of myself, my heirs, assigns, personal representative and estate as follows:

ACKNOWLEDGMENT OF RISKS

I understand and acknowledge that the activity I am about to voluntarily engage in **as a participant and/or volunteer** bears certain **known risk and unanticipated risks** which could result in injury, death, illness or disease, physical or mental, or damage to **myself, to my property or to spectators or other third parties. I understand and acknowledge those risks may result in personal claims against Mountain Skills Climbing Guides, Inc., or claims against me by spectators or other third parties.** Among these risks are the following:

(1) the nature of the activity itself (particular risks of activity); (2) the acts or omissions, negligent in any degree, of Mountain Skills Climbing Guides, Inc., its agents or employees, and other persons or entities; (3) latent or apparent defects or conditions in equipment, (animals) or property supplied by Mountain Skills Climbing Guides, Inc., or other persons or entities; (4) use or operation, by myself or others, of equipment (or animals) supplied by Mountain Skills Inc., or other persons or entities; (5) acts of other participants in this activity, employees and agents of Mountain Skills Inc., or other persons; (6) weather conditions; (7) contact with plants or animals; (8) unstable or loose rock, rock fall, icefall, falling objects; (9) condition of roads, trails, waterways or terrain, including snow, ice, talus, mud, or slippery surfaces and accidents connected with their use; (10) my own physical condition, or my own acts or omissions; (11) first-aid, emergency treatment or other services rendered; (12) consumption of food or drink; (13) behavior, death or disease of animals.

I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, **anticipated or unanticipated** may also result in injury, death, illness or disease, or damage to **myself, to my property or to spectators or other third parties.** I expressly accept those risks not specifically listed above as well.

ACCEPTANCE OF RISK AND RESPONSIBILITY

Being aware that this activity entails risks or injury **to myself and a risk or injury to spectators or other third parties as a result of my actions**, I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, or disease, or damage to spectators or other third parties and their property arising from my participation in this activity. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of the risks.

RELEASE

I hereby voluntarily release and forever discharge Mountain Skills Climbing Guides, Inc., its agents or employees, and all other persons or entities from any and all liability, claims, demands, actions or rights of action, which are related to , arise out of, or are in any way connected with my participation in this activity, **including specifically but not limited to the negligent acts or omissions of Mountain Skills Climbing Guides, Inc., its agents or employees, and all other persons or entities**, for any and all injury, death, illness or disease, and damage to **myself or to my property.**

I further agree, promise and covenant to hold harmless and indemnify Mountain Skills Climbing Guides, Inc., its agents or employees, and all other persons or entities **from all defense costs, including attorney's fees, or from any other costs incurred in connection with claims for** bodily injury or property damage which I may negligently or intentionally cause to spectators or other third parties in the course of my participation in this event.

I further agree, promise and covenant not to sue, assert or otherwise maintain or assert any claim against Mountain Skills Climbing Guides, Inc., its agents or employees, and all other persons or entities, for any injury, death, illness or disease, or damage to **myself or my property**, arising from or connected with my participation in this activity or from any claim asserted against me by spectators or other third parties.

IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS EVENT, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST MOUNTAIN SKILLS CLIMBING GUIDES, INC., OR ITS OFFICERS, AGENTS, OR EMPLOYEES, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.

ACKNOWLEDGMENT OF EFFECT OF THIS RELEASE AGREEMENT

I understand and acknowledge that by initialing and/or signing this document I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against Mountain Skills Climbing Guides, Inc., its agents or employees, and other persons or entities, including specifically, but not limited to, rights arising from or claims for the acts or omissions, negligent in any degree, of Mountain Skills Climbing Guides, Inc., its agents or employees, and all other persons or entities.

I understand and acknowledge that by initialing and/or signing this document, I have assumed responsibility and legal liability for the claims or other legal demands, including defense costs, which may be asserted by spectators or other parties against me as a result of my participation in this event.

PARTICIPANT INSURANCE BENEFITS & REPRESENTATION OF PHYSICAL CONDITION

I understand and acknowledge that no major medical insurance benefits will be provided to me during this event. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage cause to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

I certify that I will not participate in this event if I am under the effects of drugs or alcohol.

Are there any physical or mental conditions for which you have received medical treatment or for which you are currently receiving medical treatment? If so, please describe those conditions below:

ENTIRE AGREEMENT

I understand that this is the entire Agreement between myself and Mountain Skills Climbing Guides, Inc., its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of any employee or agent of Mountain Skills Climbing Guides, Inc., or by me.

I understand that any photograph taken of myself or my children by Mountain Skills might become Mountain Skills property and I hereby authorize use of such photos for promotional materials.

My signature below indicates that I have read this entire document, understand it completely, and agree to be bound by its terms.

SIGNATURE OF PARTICIPANT: _____ DATE: _____

SIGNATURE OF PARENT OR GUARDIAN (IF UNDER AGE OF 18):

SIGNATURE OF WITNESS (GUIDE): _____

Signature of Child (if over the age of 6) _____