



RELEASE AND ASSUMPTION OF RISK AGREEMENT For CLIMBING SCHOOL ACTIVITIES

Notice: Read this document carefully. This document affects your legal rights, and contains waivers and releases of your rights.

Each person participating in any activity offered by Eastern Mountain Sports must sign this document. A parent or legal guardian of each participant who is a minor under 18 years old must also sign this document in both his/her individual capacity and his/her capacity as the parent or guardian of the minor in order to bind the minor as if he/she was at least 18 years old. Each reference to "I" or "me" that appears below refers to each adult signing this Agreement and each minor Participant for whom I am signing this Agreement as her/his parent or legal guardian.

I wish to participate in mountain, artificial rock wall, rock and/or ice climbing instruction and activities and other related hiking, skiing, and trekking activities offered by the Eastern Mountain Sports Climbing School (the "Activity").

I acknowledge that my participation in the Activity involves known and unanticipated risks which could result in physical or emotional injury, musculo-skeletal injuries, head injuries, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the Activity. The risks include, among other things, my own or other person's negligence, and:

- Participating beyond my personal limits;
- Poor or impaired balance, physical coordination or ability to follow instruction;
- The fact that illness, injury or accident may occur far from medical care facilities;
- Equipment defects or malfunctions;
- Falling on others or others falling on me;
- Falling off snowshoes, skis, or other equipment;
- Falling onto the ground, trees or into bodies of water;
- Trees, branches, rocks falling on me, including avalanches and rockslides;
- Slipping, falling or losing control of equipment on rough, steep, slippery or frozen mountains, rock surfaces or other terrain;
- Exposure to natural elements, the forces of nature and environmental hazards;
- Exposure to high altitude which may affect coordination, reaction time, and judgment, perception and thinking;
- Weather conditions, including very cold weather, heat, sun exposure, and possible resulting hypothermia, hyperthermia, exhaustion, sunburn, heat stroke, dehydration, frostbite, and frostnip;
- Drowning and hazards associated with water levels, movements and conditions and exposure to cold water in rivers, lakes and other bodies of water;
- Encountering or attack by snakes, other reptiles, insects and other animals;
- Possible firing of firearms by hunters or others;
- Vehicular and other accidents while traveling to and from Activity sites;

I expressly agree and promise to accept and assume all of the risks existing in the Activity. My participation in the Activity is purely voluntary, and I elect to participate in spite of the risks.

I certify that I am in good health and capable of participating in the Activity. I grant permission to Eastern Mountain Sports to seek and obtain medical care for me and any minor for whom I have signed this Agreement for injury or illness occurring as a result of or otherwise during participation in the Activity.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Eastern Mountain Sports and its shareholders, directors, officers, employees, providers of any equipment used in the Activity, municipal or governmental providers of permits and agents (all of which are collectively called the "Released Parties"), from and against any and all claims, demands or causes of action which are in any way connected with my participation in the Activity or my use of equipment or facilities provided by Eastern Mountain Sports, including any such claims which allege negligent acts or omissions by any of the Released Parties. I confirm that the foregoing release of claims and indemnification are intended to cover all claims whether or not known, suspected or anticipated at this time, and I waive the benefit of any law that would purport to limit the scope or effect of the release and indemnification, whether by excluding unknown, unsuspected or unanticipated claims or in any other manner.

I also agree that I will not bring any lawsuit or other legal proceeding against any Released Party based on my participation in the Activity. Should any of the Released Parties be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligations of this section, will be binding on my estate and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, and in all events

agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions that could interfere with my safety in the Activity, or if I do have such a condition, I assume – and bear the costs of – all risks that may be created, directly or indirectly, by the condition.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the Activity, I have waived my right to maintain a lawsuit against any Released Party on the basis of any claim from which I have released it herein.

I acknowledge that Eastern Mountain Sports may take photographs and video and sound recordings of me in conjunction with participation in the Activity. I grant Eastern Mountain Sports the unconditional and irrevocable right to use, re-use, publish and exhibit the photographs and/or recordings and/or my name, either alone or accompanied by other information or material, in any manner and in any medium now or hereinafter known throughout the world, in whole or in part, in edited, modified or altered format, at any time hereafter for advertising, promotional or any other purpose whatsoever. All photographs will become and remain the sole and exclusive property of Eastern Mountain Sports, and I will not retain, acquire nor assert now or in the future any right, title or interest in them. Eastern Mountain Sports shall have no obligation or responsibility whatsoever to me in connection with the photographs or the granting of these rights. I hereby waive and release and forever discharge the Released Parties from any claims that I may now or in the future have in connection with the use of my name and/or the photographs and recordings.

This Agreement is intended to be broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

I have had sufficient opportunity to read this entire document. I have read and understood it, have signed it knowingly and voluntarily, and agree to be bound by its terms. I acknowledge that I may request a copy of this agreement for my own records.

If I am signing this agreement as a parent or legal guardian of a minor under age 18, I confirm that I am granting permission for that minor to participate in the Activity. I specifically confirm that I am providing the releases, discharges, indemnifications and other assurances, certifications and agreements contained herein on behalf of myself and any minor under age 18 for whom I am signing this Release and Assumption of Risk Agreement and that each reference to "I" or "me" shall in this Agreement shall refer to me and to each minor for whom I am signing as her/his parent or legal guardian.

Adult Participant (or Parent/Guardian) Name (Print LEGIBLY): _____ Date: ____/____/____

Home Address: _____
(current street address) (city) (state) (zipcode)

Email Address: _____ Telephone Number: _____ Adult Participant Age: _____

Adult Participant (or Parent/Guardian) Signature: **X** _____

Emergency Contact Name: _____ Emergency Contact Phone: _____

Minor Participant Name: _____ (Write "NONE" here if not signing for any Participants under age 18)

If any Minor Participant is listed above, complete the following:

I have read the Release and Assumption Of Risk Agreement, have discussed it with my parent or legal guardian, and have had the opportunity to ask any questions that I have about the Activity and the hazards and risks associated with it.

Minor Participant Signature : **X** _____ Minor Participant Age: _____ Today's Date: ____/____/____

Home Address: _____
(current street address) (city) (state) (zipcode)

PLEASE GIVE COMPLETED AND SIGNED RELEASE & ASSUMPTION OF RISK AGREEMENT TO EASTERN MOUNTAIN SPORTS STAFF. YOU MAY REQUEST A COPY OF THIS RELEASE AND ASSUMPTION OF RISK AGREEMENT.

(Instructor Use Only)

Instructor Name: _____