

American Alpine Club Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

In consideration of the services of the American Alpine Club, its respective agents, owners, lessors, shareholders, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as A.A.C.®), I hereby agree to acknowledge and discharge A.A.C. on behalf of myself, my parents, my children, my heirs, all of my family members, assigns, administrators, wards, personal representatives and estate as follows:

1. **Inherent Risks.** I acknowledge that I am participating in a social/camping/climbing type event for which an A.A.C. 'Section Leader' may have had some loose organizational role. I specifically acknowledge that A.A.C. will not provide any social monitoring, climbing or camping or other type of instruction, supervision, oversight, or safety role and that I am completely responsible for myself, my equipment, my choices and **all of the risks** (whatever they might be) associated with this event. I acknowledge that A.A.C. has no duty to enumerate those risks to me and that I am choosing to participate in this event knowing that I am completely responsible for my own safety. I specifically acknowledge that, in the event I choose to consume alcohol during this event, I will bear complete responsibility for myself and for any damages I may cause to myself and my belongings, to A.A.C., to A.A.C.'s (owned, permitted or leased) property or to other guests and their property.

By signing this Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in this event.

2. **Express Assumption of Risk.** As lawful consideration for my being allowed to participate in the activities offered through the A.A.C., I expressly agree on behalf of myself and any of the children for which I am responsible, to accept and assume **all** the risks existing in the A.A.C. activities I/we are attending. My/our participation in this A.A.C. activity is purely voluntary, and I/we elect to participate in spite of the risks. I/we expressly agree that this Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement is contractual in nature, supported by Colorado law and that I/we are signing it of my/our own free will.
3. **Release and Waiver of Rights Including for Claims of NEGLIGENCE.** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless A.A.C. from any and all claims, demands, or causes of action, which are in any way connected with my participation in the A.A.C. activities or my use of A.A.C.'s equipment or facilities, including any such claims which allege negligent acts or omissions of A.A.C.
4. **Indemnity.** As liquidated damages, I agree that, should A.A.C. or anyone acting on their behalf, be required to incur attorney=s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless (in other words, pay for...) for all such fees and costs.
5. **Personal Skill & Insurance.** I certify that myself and my family, including minor children, have sufficient skill and fitness to participate in the activities offered by A.A.C.. I/we further certify that I/we have no medical, mental or physical conditions which could interfere with my/our safety or ability to participate in these activities, or else I/we am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I/we verify that any and all medical information given to A.C.C. is accurate and all pertinent medical conditions have been disclosed; I/we also agree to inform A.A.C of undisclosed medical conditions that arise prior to participating in the A.A.C. activities. I/we specifically agree to be responsible for all costs associated with medical or emergency rescue or extrication. I/we further certify that I/we have adequate insurance to cover any injury, damage or emergency transportation costs I/we may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself/ourselves.
6. **Medical Issues.** I further agree that, in the event that A.A.C. deems it necessary to administer emergency first aid or CPR or to remove me from its activities or to extricate me from the field or from the remote venue in which the activities operate for ANY type of health related reason that, by signing this document, I am giving A.A.C. - or anyone else participating in this event - permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me to any health care provider which may become involved in my care, treatment or removal from the field. By signing this document I/we are waiving any right to object to or bring any type of action or claim against A.A.C. or anyone else participating in this event for their administration of emergency first aid or CPR or for securing emergency

transport or medical care and/or for the disclosure of personal medical information it may have about me/us to any health related person who becomes involved in my/our care or removal from A.A.C. activities or the field.

- 7. **Photographic Assignment.** I understand that A.A.C. reserves the right to take photographic or film (of whatsoever nature) records of any or all of the section events it organizes and I hereby agree that A.A.C. may use such records for promotional and/or commercial or club purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by A.A.C..
- 8. **Release as Contract and Personal Capacity.** I expressly agree and acknowledge that the terms of this Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement is contractual in nature, supported by Colorado law and that I am signing it of my own free will. I expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this agreement and that there are no other impediments or reasons why I would lack the capacity to sign this document.
- 9. **Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I file a lawsuit against A.A.C., I agree to do so solely in the State of Colorado, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state and I hereby irrevocably waive any other jurisdiction or venue to which I or my estate or my children's estates might otherwise have been entitled. I agree to submit to the jurisdiction of the Colorado courts. I agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this agreement/contract can be used as if it was the original. I understand that this document constitutes the entire agreement between myself and A.A.C. and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this agreement/contract.

By signing this document, I acknowledge that if anyone is harmed or property is damaged during my participation in this A.A.C. activity, I may be found by a court of law to have waived my right to maintain a lawsuit against A.A.C. on the basis of acknowledgments and releases I have made in this document.

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT.
I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.**

Participant Signature: _____ **Printed Name:** _____
Address: _____ **City:** _____
State: _____ **E-mail address:** _____
Country: _____ **Postal Code:** _____ **Phone #:** _____ **Date:** _____

Parent Signature: _____ **Printed Name:** _____
Parent Signature: _____ **Printed Name:** _____
Address: _____ **City:** _____
State: _____ **E-mail address:** _____
Country: _____ **Postal Code:** _____ **Phone #:** _____ **Date:** _____

Parents or Guardians Additional Indemnification (Must be completed for participants under 18 years of age)
I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed above; I/we believe and represent that I/we have the legal authority to make the waivers and releases contained herein. I/we understand and acknowledge that A.A.C. relies to its detriment on this representation and would not allow the minor child to participate without this representation. In consideration of _____ (print minor=s name) (AMinor®) being permitted by A.A.C. to participate I further agree to indemnify and hold harmless A.A.C. from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation by Minor.

Parent Signature: _____ **Printed Name:** _____
Parent Signature: _____ **Printed Name:** _____
Date: _____

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