

AMGA Liability Release Form

IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions please ask us or consult an attorney

The American Mountain Guides Association, its agents, employees, members, Board of Directors, instructors and volunteers, (hereinafter AMGA) have done everything possible to assure that our guests experience a rewarding experience. We wish to inform our guests that rock climbing is not risk free. The same elements that contribute to the unique character and fun of rock climbing such as the physical exertion or the height can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of the some of the possible risks. We ask that you read this, sign it, and return it to our office.

ACKNOWLEDGMENT OF RISK

Rock climbing and using indoor climbing walls like all recreation activities is hazardous. The obvious accidents that occur in climbing are falling while climbing. Whenever you fall you may fall only a few feet or all the way to the ground. As you fall you may hit objects or the wall that are in your path. If the rope catches your fall the jolt from the rope may cause injury. Falling to the ground may cause serious injury from any height.

In addition to the hazards of falling, objects falling off the wall may hit you. Holds, climbing equipment and even people may fall and hit you as you are standing at the base or while climbing. Equipment may fail. Climbing equipment is tested before use, however the extreme conditions of the environment in which climbing equipment is used in conjunction with the damages caused by the wall can cause climbing equipment to fail. Improper use of the equipment or not property tying in will result in injury. The climbing hold may spin or break. As you climb you may pull out protection from the wall or it may become unclipped.

You will experience cuts from holding on to the holds or wall. You may also experience rope burns from handling the rope.

It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while climbing. Most of these injuries are rare and you are not likely to encounter them, however they have occurred and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity.

I certify that my family, including minor children and myself are fully capable of participating in a climbing program I state that I have read the above statement on some of the possible risks in this activity. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, or the negligence of AMGA I also understand that AMGA reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in rock climbing. My family and I are in good physical condition and able to undertake this activity.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I agree to indemnify and hold harmless AMGA their agents and employees from all claims, damages, losses, injuries, and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue AMGA, their agents and employees for all actions causes of action claims or damages, damages in law or remedies in equity of whatever kind, including

the negligence of AMGA or my family, myself, or my heirs, against AMGA arising out of participation in this program. In short, I cannot sue AMGA and if I do, I cannot collect any money. I agree to the site of any lawsuit and the law governing any such lawsuit shall be Colorado and governed by Colorado law. The terms of this agreement shall continue and be in effect after the rock-climbing trip has ended.

As liquidated damages, I hereby agree that if AMGA is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay AMGA costs and attorney fees if they successfully defend such action, lawsuit or litigation. Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect.

I acknowledge that no guarantees have been made with respect to achieving objectives. I authorize and release to AMGA the use of my image in any photograph or video recording for any purpose of AMGA

I have adequate health, disability, and life insurance for my family and myself. I hereby give permission for transportation to any medical facility or hospital and I authorize for any qualified guide or medical personnel to render necessary emergency medical care for my family or myself.

I, _____, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself, and my family this _____ day of _____ 2001.

A copy of this release can be used as if it was an original.

By checking this box, I indicate that my family and I have previous climbing experience.

No one in my family or I have any medical condition that would prevent our participation in this activity except: _____.

I have read and understood this agreement.

FIRST PARTICIPANT SIGNATURE SECOND PARTICIPANT SIGNATURE

PRINTED NAME PRINTED NAME

ADDRESS THIRD PARTICIPANT SIGNATURE

PHONE: [_____] _____

IN CASE OF EMERGENCY PLEASE CONTACT:

PHONE:

I CARRY MEDICAL INSURANCE? YES _____ NO _____ GROUP NUMBER:

NAME OF PROVIDER:

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