

Arizona Mountaineering Club
LIABILITY WAIVER, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Arizona Mountaineering Club, their agents, owners, officers, directors, administrators, representatives, instructors, leaders, students, members, volunteers, participants, employees, all other persons or entities acting in any capacity on their behalf, and any owner or lessor of the premises on which the AMC activity is occurring (hereinafter collectively referred to as "AMC"), I hereby agree to release, indemnify, and discharge AMC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that climbing, rock climbing, hiking, mountaineering, canyoneering, and similar activities of AMC, in any form is an inherently dangerous activity that entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slipping or falling; getting lost; dying; falling objects; heat exhaustion; heat stroke; hypothermia; frostbite; exposure to wild animals or insects; pinches, scrapes, twists and jolts, scratches, bruises, blisters, burns, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; the negligence of other visitors, participants, or other persons who may be present; equipment failure; exposure to poisonous plants; rock fall; being struck by rock fall, or other objects dislodged or thrown from above; the use and potential or actual failure of climbing ropes; avalanche; allergies; adverse weather conditions; accidents or illness that occur in places without medical facilities or emergency treatment; my own physical condition. Altitude sickness, High altitude pulmonary edema and the physical exertion associated with this activity.

Furthermore, AMC representatives have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of my or another participant's fitness or abilities. They might misjudge environmental conditions. They might give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the known and unanticipated risks existing in all AMC activities. My participation in these activity is purely voluntary, and I elect to participate in spite of all the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless AMC from any and all claims, demands, or causes of action, which are in any way connected with my participation in any and all AMC activities or my use of AMC's equipment or facilities, **including any such claims which allege negligent acts or omissions of AMC.**

4. Should AMC 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 for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical condition I may have.

6. In the event that I file a lawsuit against AMC, I agree to do so solely in the State of Arizona, 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. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against AMC on the basis of any claim from which I have released them herein.

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.

Print Name _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Participant Signature _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by AMC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless AMC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____