

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND HOLD HARMLESS AGREEMENT
WASHINGTON ALPINE CLUB BASIC CLIMBING CLASS

I UNDERSTAND SIGNING THIS DOCUMENT WILL PREVENT ME, MY HEIRS, EXECUTORS, DEPENDENTS, BENEFICIARIES AND ASSIGNS FROM SUING THE WASHINGTON ALPINE CLUB ("THE CLUB"), ITS OFFICERS, DIRECTORS, TRIP PLANNERS, MEMBERS, EMPLOYEES, AGENTS OR GUESTS FOR ANY INJURIES, INCLUDING DEATH, OR DAMAGES THAT I MIGHT RECEIVE WHILE PARTICIPATING IN THE WASHINGTON ALPINE CLUB BASIC CLIMBING CLASS ("CLASS").

_____ (Initial here when read and understood)

"YOU" AND "I," AS USED HEREIN, INCLUDES THE PARTICIPANT AS WELL AS HIS OR HER HEIRS, EXECUTORS, DEPENDENTS, BENEFICIARIES AND ASSIGNS, INCLUDING BUT NOT LIMITED TO SPOUSES AND DOMESTIC PARTNERS.

INTRODUCTION

The Washington Alpine Club is a non-profit corporation formed for promotion of outdoor activities and for educational purposes. Without this program of protection of assets and leaders, the Washington Alpine Club would not be able to offer its courses or activities. **Please read the agreement very carefully. When you are certain you understand the importance of each paragraph, sign your initials in the space provided.** If you have any questions, you are encouraged to consult an attorney prior to signing the agreement. **If you do not sign this agreement, the Club cannot allow you to participate.**

1. Course instructors are not paid professionals.

The instructors and trip planners are volunteers and do not hold themselves out to be professionals or certified in any manner. They should not be held to the same standard of care as professional guides, and you should not rely upon the trip planners and instructors to the degree upon which you might rely upon paid professionals. **I CERTIFY I UNDERSTAND I AM NOT PAYING FOR PROFESSIONAL OR CERTIFIED INSTRUCTION OR GUIDING AND I UNDERSTAND THE INSTRUCTORS IN THIS COURSE ARE VOLUNTEERS.**

_____ (Initial here when read and understood)

2. Activities associated with this class, which include but are not limited to climbing, mountaineering, and backcountry travel are dangerous and I assume all risks of injury, including death, illness or damage.

I understand my participation in this class exposes me to a significant risk of serious physical injury, death, and other danger. These risks include, but are not limited to, personal injury including paralysis, death, illness, property damage, and other losses. This course involves rock and ice climbing, rappelling, mountaineering, hiking and other activities in which injury or death can arise. This may occur from natural causes such as weather, rock fall, ice fall, avalanches, lightning strikes, hidden obstacles such as crevasses and buried trees and other causes. Injury or death can arise from errors in judgment, misuse of equipment, slips and falls, negligence, from lack of training or information, equipment failure, as well as risks normally associated with athletic endeavors. Travel on snow, ice, mountain and glaciated terrain is dangerous. There is no way to eliminate the risk of serious harm or death. The risk of injury or death is more significant because these activities may occur in remote places without access to medical care or facilities. **I CERTIFY I UNDERSTAND THIS COURSE INVOLVES DANGEROUS ACTIVITIES, INCLUDING BUT NOT LIMITED TO ROCK AND ICE CLIMBING, HIKING, MOUNTAINEERING, BACKCOUNTRY TRAVEL AND OTHER ACTIVITIES THAT EXPOSE ME TO A HIGH RISK OF INJURY OR DEATH. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF INJURY, ILLNESS, DEATH OR DAMAGE OF WHATEVER KIND ARISING OUT OF MY PARTICIPATING IN THIS COURSE.**

_____ (Initial here when read and understood)

3. Release of liability is given in consideration for my participation.

I recognize the Club could not offer this activity without obtaining a release of liability. In consideration of, and part payment for the right to participate in this activity, **I RELEASE THE CLUB AND ANYONE ASSOCIATED WITH THE CLUB, INCLUDING WITHOUT LIMITATION ITS OFFICERS, DIRECTORS, STAFF, INSTRUCTORS, TRIP PLANNERS, MEMBERS, AGENTS AND GUESTS, FROM ALL LIABILITY, CLAIMS, DEMAND OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY CLAIMS OF NEGLIGENCE, WHICH MAY ARISE AS A RESULT OF MY PARTICIPATION IN THIS CLASS, A CLUB-SPONSORED ACTIVITY OR FROM USE OF CLUB PROPERTY OR EQUIPMENT.** Nothing herein shall impose any liability upon the Club, its officers, directors, instructors, trip planners, members, agents or guests for the intentional torts, negligence, gross negligence, recklessness or any other acts of any person and the right to assert such a claim is hereby waived.

_____ (Initial here when read and understood)

4. Covenant not to sue is given in consideration for my participation.

Additionally, in consideration of, and part payment for my right to participate in a Club-sponsored activity, **I WILL NOT SUE THE CLUB OR ANYONE ASSOCIATED WITH THE CLUB, INCLUDING WITHOUT LIMITATION ITS OFFICERS, DIRECTORS, EMPLOYEES, INSTRUCTORS, TRIP PLANNERS, MEMBERS, AGENTS AND GUESTS FOR ANY INJURIES, ILLNESS, DEATH, DAMAGES OR OTHER RELIEF THAT I MAY CLAIM THAT ARISE OUT OF MY PARTICIPATION IN A CLUB-SPONSORED ACTIVITY OR FROM USE OF CLUB PROPERTY OR EQUIPMENT.** I will not sue regardless of whether the injuries, damages or other claims result from negligence, gross negligence, or recklessness of the Club or any of the people mentioned in this paragraph.

_____ (Initial here when read and understood)

5. Rescuer's release from liability for their actions.

In consideration of my right to participate and in recognition of the fact that all persons participating in Club-sponsored activities are volunteers, **I further agree to waive any right to sue and release the Club, its officers, directors, employees, agents, trip planners, members, instructors, agents or guests from all claims or causes of actions of whatsoever type for injuries, death or property loss resulting from anyone's attempt to rescue, aid, or assist me or others.** This includes, but is not limited to, the attempt to remove others or me from the dangerous situation or environment, the administration of first aid, or the use of judgment as to the proper course of action in an emergency.

_____ (Initial here when read and understood)

6. I will protect the Club from liability.

In consideration of, and in part payment for the right to participate in such Club-sponsored activities and the services rendered to me, **I agree to defend, protect, indemnify, and hold harmless the Club, its officers, directors, members, trip planners, instructors, employees, agents and guests from and against any and all claims, suits, actions at law or in equity, for damages or other relief and against any liability of any nature, together with attorneys' fees and costs incurred, that may arise out of my conduct or the conduct of my guests during my participation in Club activities or use of Club property or facilities.** I agree to pay the reasonable attorneys' fees and all other costs of all parties if I bring a suit for injuries suffered on a Club activity and that action is unsuccessful, in whole or in part.

_____ (Initial here when read and understood)

7. I am physically qualified to participate.

I certify I am eighteen years old or older. I have signed this agreement freely and voluntarily. I certify I have no physical limitations or medical conditions that would impair my ability to **participate** fully and safely in Club activities. I agree to inform the trip planners and/or instructors of any conditions that may have any effect on my ability to participate fully and safely in Club activities, so a determination can be made as to the proper course of action.

_____ (Initial here when read and understood)

8. Club Property.

I acknowledge the Club does not represent or warrant the property is free of hazardous conditions. **I understand the Club has not and will not mark all known hazards and that hidden obstacles and hazards exist on the property. I understand and agree the use of Club Property may subject me to both known and unknown hazards of the kind and nature identified elsewhere in this Agreement.**

_____ (Initial here when read and understood)

9. Other provisions.

This agreement covers my participation in the class and is supplemental to the document entitled "Washington Alpine Club Membership Waiver" or such similar document whether executed prior to or after execution of this document, but which is or was executed as a condition to becoming a member of the Club. **INDIVIDUAL OFFICERS, DIRECTORS, CLUB MEMBERS, INSTRUCTORS, AGENTS AND TRIP PLANNERS HAVE NO AUTHORITY OR POWER TO ALTER THE TERMS OF THIS AGREEMENT, EITHER ORALLY OR IN WRITING.** This class does not include transportation to and from the activity and post-class gatherings. I agree I am solely responsible for my own transportation and the Club is not liable for any accidents, injuries or damage that may arise during transportation. **THE TERMS OF THIS AGREEMENT BIND ME, MY FAMILY (INCLUDING BUT NOT LIMITED TO SPOUSES AND DOMESTIC PARTNERS), HEIRS, EXECUTORS, ADMINISTRATORS, DEPENDENTS, BENEFICIARIES AND ASSIGNS. IT SHOULD BE INTERPRETED IN A MANNER MOST FAVORABLE TO THE CLUB AND ITS MEMBERS AND AGAINST ME. THE LAWS OF THE STATE OF WASHINGTON SHALL GOVERN THIS AGREEMENT. VENUE FOR ANY ACTION SHALL BE KING COUNTY, WASHINGTON.** If any provision of this agreement or its application to any person or circumstance is held invalid, the remainder of the agreement or its application to other persons or circumstances is not affected. This Agreement is intended to provide protection to the Club. Nothing in this waiver shall undermine the effectiveness of previously executed waivers, and the application of intent of such waivers shall be viewed in a light most favorable to the Club.

_____ (Initial here when read and understood)

I AM FULLY AWARE OF THE CONTENTS OF THIS AGREEMENT AND RELEASE, AND HAVE READ AND UNDERSTAND ALL OF THE TERMS. I recognize if I have any questions regarding waiver of my rights, I should consult an attorney prior to signing this agreement.

Participant's name (please print)

City, State

Participant's signature

Date