



# Mountaineering, Rock Climbing & Indoor Climbing Release of Liability, Image Use, Waiver of Claims, Express Assumption of Risk & Indemnity Agreement

**Please read and be certain you understand the implications of signing.**

**Express Assumption of Risk Associated with Mountaineering, Climbing, and Related Activities.**

I, Climber's First name, Middle name, Last name, do hereby affirm & acknowledge that I have been fully informed of the inherent hazards and risks associated with Mountaineering, Rock Climbing and Indoor Climbing activities, transportation of equipment related to the activities, and traveling to and from activity site of which I am about to engage in. **Inherent hazards & risks include but are not limited to:**

1. Risk of injury from the activity and equipment utilized in Mountaineering, Rock Climbing and Indoor Climbing is significant including the potential for permanent disability & death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. My own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of Cascade Adventure Guides including but not limited to operator failure. Falling, causing broken bones severe injuries to the head, neck & back which may result in severe impairment or even death.
4. Injury to hands, fingers, feet and toes, including but not limited to inflammation and/or strain of muscles, ligaments and/or tendons, nerve damage or compression, and broken bones.
5. Injuries from falling may occur from exposure to high altitude, which may affect judgment and coordination, or from not paying close attention to your climbing or others climbing with or near you.
6. Broken bones, sever injuries to the head, neck, and back which may result in sever physical impairment or even death.
7. Discharge of weapons in or near the area of activity.
8. Cold weather and heat related injuries & illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia & dehydration.
9. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature & other weather conditions.
10. Attack by or encounter with insects, reptiles and/or animals.
10. Accidents or illness occurring in remote places where there are no available medical facilities.
11. Fatigue chill, and/or dizziness, which may diminish my/our reaction time & increase the risk of accident.
12. My sense of balance, physical coordination, & ability to follow instructions.

**\* I understand that the description of these risks is not complete & that unknown or unanticipated risks may result in injury, illness, or death.**

**Image Use**

I understand that on a Guided Trip I may be photographed by Cascade Adventure Guides. I agree to allow my photo, video or film likeness through any media, including any electronic media to be copyrighted and used for any legitimate purpose by Cascade Adventure Guides or its assigns. I hereby waive any right of publicity or privacy that I may have in my name or likeness.

**Release of Liability, Waiver of Claims & Indemnity Agreement**

In consideration of being permitted to participate in any way in Mountaineering, Rock Climbing and Indoor Climbing activities, I hereby agree, acknowledge & appreciate that:

1. I HEREBY RELEASE & HOLD HARMLESS WITH RESPECT TO ANY & ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as CAG: Cascade Guiding Services, LLC, dba Cascade Adventure Guides.
2. To release CAG, their officers, directors, employees, representatives, & volunteers, & vessels from liability & responsibility wh atsoever & for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of CAG or otherwise. By executing this document, I agree to hold CAG harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by CAG, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

**I HAVE READ THIS RELEASE OF LIABILITY & ASSUMPTION OF REISK AGREEMENT, & I FULLY UNDERSTAND ITS TERMS, & UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY & VOLUNTARILY WITHOUT ANY INDUCEMENT.**

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Participant's signature

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Name of Participant (please print)

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Date

FOR PARTICIPANTS OF MINORITY AGE: this is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent & agree not only to release his/her release of CAG, but also to release & indemnify CAG from any & all liabilities incident to his/her involvement in these programs for myself, my heirs, my assigns, & next of kin.

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Signature of Parent or adult legal Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they & I have.

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Name of Parent or adult legal Guardian (please print)

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Date