

AGREEMENT

Release and Discharge, Acceptance of Responsibility, and Acceptance Of Risks

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ AND
UNDERSTAND IT BEFORE INITIALING OR SIGNING IT.**

Name _____

If under age 18, name of guardian signing _____

(If not accompanied on the trip by the guardian, name of responsible person on the trip: _____

Address _____

Phone _____

Date _____

I, the above named person, being above age eighteen, or the legal guardian of the above named person who is under age eighteen, in consideration of participating in an event organized by the New York Section of the American Alpine Club hereby agree, promise and covenant with the American Alpine Club and all other persons or entities, on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

ACKNOWLEDGMENT OF RISK

I understand and acknowledge that the activity that I am voluntarily about to engage in bears certain risks that could result in injury, death, illness or disease, physical or mental, or damage to my or other property. Among these risks are the following:

1. The nature of the activities themselves, rock climbing, sport climbing, bouldering, ice bouldering, ice climbing, mountaineering, skiing, traveling in mountainous terrain and any combination thereof ;
2. acts or omissions or negligence in any degree of the American Alpine Club, its agents or employees, and any other persons or entities;
3. acts of other participants in these activities;
4. weather conditions;
5. contact with plants or animals;
6. my own physical condition, or my own acts or omissions;
7. conditions of roads, trails, waterways or terrain and accidents connected with their use and the use of vehicles of approach, including, but not limited to land vehicles, aircraft, fixed and rotary wing;
8. first-aid, emergency treatment or other services rendered;
9. consumption of food or drink.

I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, may also result in injury, death, illness or disease or damage to my or other property.

I have read this section, and initial it to show that I understand and agree: _____

RELEASE

I hereby voluntarily release and forever discharge **the American Alpine Club**, its agents or employees, and all other persons or entities from any and all liability, claims, demands, actions or rights of action, which are related to my participating in the aforementioned event, **including specifically, but not limited to, the negligent act or acts or omissions of the American Alpine Club**, its agents, or employees, and other persons or entities, for all injury, death, illness or disease and damage to my property.

I further agree, promise and covenant to hold harmless and indemnify the American Alpine Club, its agents or employees and all other persons or entities for any such injury, death, illness, disease or damage. I agree, promise and covenant not to sue, assert or otherwise maintain or assert any claim against **the American Alpine Club**, its agents or employees, and all other persons or entities, for any injury, death, illness, disease or damage to my or other property, arising from my participation in these activities.

I have read this section and initial it to show that I understand and agree: _____

ACKNOWLEDGEMENT OF EFFECT OF THIS RELEASE AGREEMENT

I understand and acknowledge that by initialing and signing this document I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against the American Alpine Club, its agents or employees, and other persons or entities, **including specifically, but not limited to, rights arising from the acts or omissions, negligence in any degree, of the American Alpine Club, its agents or employees, and all other persons or entities.**

It is agreed and understood by and between the parties that any legal dispute arising out of the Agreement is to be adjudicated under the laws of the State of Colorado.

It is also agreed and understood by and between the parties that, if any Court should vacate or strike any portion of this Agreement, such vacating or striking will not effect any other portion of this Agreement.

I have read this section and initial it to show that I understand and agree: _____

ENTIRE AGREEMENT

I understand that this is the entire agreement between me and the American Alpine Club, its agents or employees, and it cannot be modified or changed in any way by the representations or statements of any employee or agent of the American Alpine Club or by me.

I have read this section and initial it to show that I understand and agree: _____

My signature below indicates that I have read this entire document, understand it completely and agree to be bound by its terms.

DATE: _____

SIGNATURE OF PARTICIPANT: _____

SIGNATURE OF PARENT OR GUARDIAN (if under age 18) _____

SIGNATURE OF WITNESS: _____