

WARNING !

SKIING, WILDERNESS HIKING, MOUNTAINEERING, ROCK CLIMBING, AND INDOOR CLIMBING AND ALL RELATED ACTIVITIES, CAN BE DANGEROUS AND THERE ARE RISKS INVOLVED IN YOUR PARTICIPATION. YOU CAN BE SERIOUSLY INJURED OR EVEN KILLED AS A RESULT OF YOUR PARTICIPATION.

***EXCULPATORY AND ASSUMPTION OF RISK AGREEMENT,
RELEASE OF LIABILITY, AND COVENANT NOT TO SUE***

THIS EXCULPATORY AND ASSUMPTION OF RISK AGREEMENT, RELEASE OF LIABILITY AND COVENANT NOT TO SUE IS A LEGAL DOCUMENT. It is hereinafter referred to as “the Agreement.” The parties to this Agreement are, on one hand, myself, my heirs, my personal representatives and all others who may claim by or through me at any time including any representative(s) of my Estate and, on the other hand, MountainPro LLC (“MOUNTAINPRO”), and any employee, agent, representative, instructor, contractor, shareholder, officer, director, subsidiary, affiliate, parent company, successor or assignee of MOUNTAINPRO. I agree that my initials and signature, where indicated in this Agreement, is my acknowledgement of the contents of the paragraph in question and is my legally binding agreement to and acceptance of this Agreement’s provision. **I WILL NOT SIGN OR INITIAL ANY PART OF THIS DOCUMENT UNLESS I FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS.**

INITIALS: _____

VOLUNTARY CHOICE. I desire to participate in mountaineering, rock climbing, and / or indoor climbing.

INITIALS: _____

NATURE OF SPORT AND ASSUMPTION OF ALL ASSOCIATED RISKS. I understand that skiing, wilderness hiking, mountaineering, rock climbing, and / or indoor climbing and all their attendant activities is a ***DANGEROUS, CALCULATED RISK*** activity which can, and sometimes does, result in ***SERIOUS, PERMANENT BODILY INJURY OR DEATH*** to its participants. I understand that I will be climbing difficult and hazardous terrain and / or obstacles, which is a dangerous thing to do. I understand that I can be injured or killed, **EVEN IF I DO EVERYTHING AS I WAS INSTRUCTED TO DO.** I am accepting these and all other accompanying risks in order to be allowed to climb mountains, climb rocks, and / or participate in indoor climbing of my own free will and with full understanding of the possible consequences and potential dangers, and without inducements, promises, or statements other than those contained in this Agreement.

INITIALS: _____

I ASSUME ALL RISKS. I hereby personally **ASSUME ALL RISKS OF ANY NATURE FOR DEATH, INJURY, OR OTHER DAMAGES** to myself, my property, or the property of others which may in any way, whether foreseeable or not, arise out of my skiing, wilderness hiking, skiing, wilderness hiking, mountaineering,

rock climbing, and / or indoor climbing and USE OF all accompanying facilities and equipment, and/or from the actions – specifically including negligent acts or omissions— of MOUNTAINPRO and all persons involved either directly or indirectly in this activity. **I KNOW AND FULLY APPRECIATE THAT SKIING, WILDERNESS HIKING, MOUNTAINEERING, ROCK CLIMBING, AND / OR INDOOR CLIMBING EXPOSES ME TO RISK OF SERIOUS PERSONAL INJURY AND DEATH. I FULLY APPRECIATE THESE DANGERS AND VOLUNTARILY ASSUME THESE RISKS.**

INITIALS: _____

RELEASE AND WAIVER OF ALL CLAIMS FOR NEGLIGENCE OR OTHERWISE. For valuable consideration including, but not limited to, the opportunity to participate in mountaineering, rock climbing, and / or indoor climbing, I, for myself, my heirs, representatives, assigns, successors, administrators, and anyone else claiming by or through me **HEREBY EXPRESSLY RELEASE, DISCHARGE, HOLD HARMLESS FROM, AND WAIVE ANY AND ALL CLAIMS (INCLUDING BUT NOT LIMITED TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) -- WHETHER FORESEEABLE OR NOT -- ARISING FROM THE NEGLIGENCE, CARELESSNESS, STRICT LIABILITY, OR OTHER ACT OR OMISSION OF MOUNTAINPRO** which I may presently or at any time in the future possess against anyone associated with MOUNTAINPRO, including but not limited to any employee, agent, representative, shareholder, officer, director, subsidiary, affiliate, parent company, successor, contractor, or assignee of MOUNTAINPRO, any promoters, participants, association, sanctioning organization, or any subdivision thereof, facilities operator, facilities owner, officials, instructors, sponsors, advertisers, owners and lessees of the premises at which I engage in the activities, and each of them, their officers, and employees (all of whom are hereinafter collectively referred to as the “RELEASED PARTIES”) that are involved in my skiing, wilderness hiking, mountaineering, rock climbing, and / or indoor climbing with which the RELEASED PARTIES have any connection, or which may presently or in the future arise out of, or in any manner occur in connection with, my skiing, wilderness hiking, mountaineering, rock climbing, and / or indoor climbing in association with the RELEASED PARTIES. This Release and Waiver is meant to and shall apply to any and all claims, causes of actions, demands, or sums of money that I may have or be entitled to from any of the RELEASED PARTIES as a consequence of any type of damage (whether personal or property), loss, death, or injury I, or my heirs, representatives, or anyone claiming by or through me has or may in the future have as a consequence of my skiing, wilderness hiking, mountaineering, rock climbing, and / or indoor climbing activities that in any way involve the RELEASED PARTIES, and regardless of whether the claim, cause of action or demand is grounded in negligence, tort, contract or any other legal bases for recovery other than intentional conduct specifically intended to injure me.

INITIALS: _____

RELEASE AND WAIVER OF ALL CLAIMS FOR GROSS NEGLIGENCE. In addition, I on behalf of myself, my heirs, representatives, assigns and anyone making claim by or through me or my Estate at any time further **EXPRESSLY RELEASE, DISCHARGE, HOLD HARMLESS FROM, AND WAIVE ANY AND ALL CLAIMS I MAY HAVE AGAINST THE RELEASED PARTIES FOR GROSS NEGLIGENCE** that I or my representatives or heirs may have either now or in the future as a consequence of any injuries, death, loss or property damage arising out of, or connected in any way with my skiing, wilderness hiking, mountaineering, rock climbing, and / or indoor climbing activities involving any or all the RELEASED PARTIES.

INITIALS: _____

RELEASE AND WAIVER OF ALL CLAIMS FOR WILLFUL AND WANTON CONDUCT. In addition, I on behalf of myself, my heirs, representatives, assigns and any one making claim by or through me or my Estate at

any time further **EXPRESSLY RELEASE, DISCHARGE, HOLD HARMLESS FROM, AND WAIVE ANY AND ALL CLAIMS I MAY HAVE AGAINST THE RELEASED PARTIES FOR WILLFUL AND WANTON CONDUCT** that I or my representatives or heirs may have either now or in the future as a consequence of any injuries, death, loss or property damage arising out of, or connected in any way with my skiing, wilderness hiking, mountaineering, rock climbing, and / or indoor climbing activities involving any or all the RELEASED PARTIES.

INITIALS: _____

COVENANT NOT TO SUE. I agree never to institute any lawsuit or action at law or otherwise against any of the RELEASED PARTIES, nor to initiate or assist in the prosecution of any claim or cause of action for damages or injury, that I, my heirs, assigns, representatives, successors or administrators may have either now or at any time in the future by reason of any loss or injury (including death) to my person or property arising from the activities contemplated by or in this Agreement.

INITIALS: _____

DAMAGES IN THE EVENT OF A BREACH OF THIS AGREEMENT. In the event of a breach of this Agreement by me, my heirs, my Estate or anyone acting on my behalf or through me, **I AGREE AND WARRANT THAT I WILL BE LIABLE TO PAY, AND WILL PAY, EACH OF THE RELEASED PARTIES THEIR ACTUAL ATTORNEY FEES, COURT COSTS, AND OTHER EXPENSES CAUSED BY SUCH BREACH** and will otherwise make them whole for any and all sums of money they have to expend because of a breach of this Agreement, and that I will otherwise be liable as provided by law. I also agree and represent that if I, my heirs, representatives, or anyone acting for or on my behalf files or threatens to file suit against any of the RELEASED PARTIES for any claim that is or may be barred and/or relinquished by this Agreement, such shall constitute a material breach of this Agreement. Notwithstanding the foregoing remedies for such a breach, I agree and warrant that the existence of such remedies in favor of the RELEASED PARTIES in no way deprives the RELEASED PARTIES of their other rights under this Agreement or at law including their right to have any such suit or claim I or those acting through me may bring against them barred or dismissed based on the releases and waivers set forth in this Agreement.

INITIALS: _____

NOTICE OF THE ENFORCEABILITY AND VALIDITY OF THIS AGREEMENT. I understand and agree that if I, or anyone on my behalf, initiates any suit or action at law against any of the RELEASED PARTIES for any loss or injury, no matter how minor or severe, to my person or property, that this document will be used in court. **I ALSO UNDERSTAND THAT AGREEMENTS SUCH AS THIS HAVE BEEN UPHELD IN COURT BEFORE IN CONNECTION WITH INJURIES, LOSS, AND DEATH ARISING OUT OF PARTICIPATION IN ACTIVITIES SUCH AS MOUNTAINEERING, ROCK CLIMBING, AND / OR INDOOR CLIMBING.**

INITIALS: _____

COVENANT THAT THE EVENTS COVERED BY THIS AGREEMENT ARE NOT ULTRAHAZARDOUS NOR DO THEY INVOLVE A PUBLIC SERVICE. I hereby affirm that, while dangerous and risky, the activities covered by this Agreement are not ultra-hazardous activities for which anyone can be held strictly liable, nor are they activities that serve the public good or are in the public's interest. Rather, they are recreational activities in which I am voluntarily participating for my own enjoyment.

INITIALS: _____

CONDITION OF HEALTH. I hereby state and represent that I am in good physical and mental health and am able to withstand the physical and mental stresses inherent in the activities contemplated by this Agreement. I further state and affirm that I am unaware of any health-related problem that may affect my ability to participate, if I so chose, in the activities contemplated by this Agreement. I further state and affirm that I am not presently taking any drugs, prescription or otherwise, including any controlled substances. **I HEREBY STATE AND AFFIRM THAT I WILL NOT USE ALCOHOL, CONTROLLED SUBSTANCES, OR OTHER DRUGS, PRESCRIPTION OR OTHERWISE, PRIOR OR DURING THE EVENTS CONTEMPLATED BY THIS AGREEMENT.**

INITIALS: _____

TRAINING. I agree that **I WILL NOT ENGAGE IN SKIING, WILDERNESS HIKING, MOUNTAINEERING, ROCK CLIMBING, AND / OR INDOOR CLIMBING** unless I have no reservations about doing what I have asked to do, and that if I feel, at any time, that I am not qualified or able to engage in mountaineering, rock climbing, and / or indoor climbing, regardless of the extent of my training or the application of that training I will not do so. **I AFFIRM AND AGREE THAT EACH AND EVERY TIME I ENGAGE IN MOUNTAINEERING, ROCK CLIMBING, AND / OR INDOOR CLIMBING, MY DOING SO IS THE SOLE AND CONCLUSIVE PROOF THAT MY ABILITY AND TRAINING WERE ADEQUATE FOR THE RISKS INVOLVED.**

INITIALS: _____

LEGAL AGE OF CONTRACT. I hereby state that I am of lawful age (**18 YEARS OF AGE OR OLDER**) and legally competent to execute this Agreement and further understand that the terms contained herein are contractual in nature, and not a mere recital and that I have executed this Agreement of my own free will.

INITIALS: _____

NOTICE OF OPPORTUNITY TO CONSULT LEGAL COUNSEL. I understand that I am in no way obligated to sign this Agreement and, further, that **I AM FREE TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL** at my own expense prior to signing this Agreement and that any advice, suggestions, or statements made by any of the RELEASED PARTIES are not binding upon them unless they are set forth in this Agreement.

INITIALS: _____

CONTINUATION OF OBLIGATIONS. I hereby agree and acknowledge that all the terms and conditions of this Agreement shall continue in full force and effect now and in the future at all times during which I participate either directly or indirectly in mountaineering, rock climbing, and / or indoor climbing, or while associated with, any of the RELEASED PARTIES, and all the terms of this Agreement shall be binding upon my heirs, assigns, representatives, successors, and administrators of my estate.

INITIALS: _____

AGREEMENT TO BE INTERPRETED IN FAVOR OF THE RELEASED PARTIES. I understand that this Agreement applies to all phases of my involvement in skiing, wilderness hiking, mountaineering, rock climbing, and / or indoor climbing activities involving the RELEASED PARTIES and it is my intention that this document be **BROADLY CONSTRUED** in favor of any and all of the RELEASED PARTIES and **AGAINST ME** and that any and all ambiguities in it be resolved in favor of the RELEASED PARTIES.

INITIALS: _____

VALIDITY/ENFORCEABILITY IN WHOLE AND IN PART. This is a legally binding contract. If a Court should decide that any clause or other portion of this contract is illegal or unenforceable, I agree that such a determination shall not affect the validity and enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

INITIALS: _____

EMERGENCY NOTIFICATION: In case of emergency I request that you notify:

Print Name: _____

Phone number(s): _____

I have carefully read this entire Agreement, without any time constraints being placed upon me, and fully understand and agree to be bound by its contents. I am aware that by signing this contract **I AM GIVING UP IMPORTANT LEGAL RIGHTS AND IT IS MY INTENTION TO DO SO FREELY AND WITHOUT COERCION OR DURESS OF ANY TYPE.**

DATE: _____

SIGNATURE _____

PRINTED
NAME: _____

DATE: _____

WITNESS: _____

PRINTED NAME: _____

Accepted by Mountain Pro LLC

By: _____
Manager