MOUNTAINEERING, ROCK CLIMBING AND INDOOR CLIMBING RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND 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, _____ do hereby affirm and 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 travelling to and from activity sites in which I am about to engage. **Inherent hazards and 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 and 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 - Becknology, including but not limited to operator error.
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, severe injuries to the head, neck, and back which may result in severe physical impairment or even death.
7. Discharge of weapons in or near the area of activity.
8. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
9. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lighting, severe and or varied wind, temperature or weather conditions.
10. Attack by or encounter with insects, reptiles, and/or animals.
11. Accidents or illness occurring in remote places where there are no available medical facilities.
12. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
13. My sense of balance, physical coordination, and ability to follow instructions.

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

Release of Liability, Waiver of Claims and Indemnity Agreement

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

1. **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND 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 releasees.

   Becknology
   Owner (Company and/or Person)
2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, from liability and responsibility whatsoever and 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 the releasees or otherwise. By executing this document, I agree to hold the releasees 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 the releasees, 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 AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

S/_____ _____ _____
Signature of Adult Participant | Name of Adult Participant (Please Print) | 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 and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/_____ _____ _____
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 and I have | Name of Parent or adult legal Guardian (Please Print) | Date

_____ _____
Minor's Full Name | Date