

BUSHWHACKER CLIMBING CLUB ANNUAL MEMBERSHIP

RELEASE OF LIABILITY AGREEMENT

PLEASE INITIAL EACH SECTION AND SIGN BELOW.
RETURN THIS FORM WITH YOUR MEMBERSHIP APPLICATION AND DUES.

YOUR APPLICATION WILL NOT BE CONSIDERED COMPLETE
WITHOUT THE SIGNED RELEASE.

I UNDERSTAND THAT SIGNING THIS DOCUMENT IS INTENDED TO PREVENT ME FROM SUING THE BUSHWHACKER CLIMBING 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 A CLUB-SPONSORED TRIP, SEMINAR, CLASS, USE OF PROPERTY OR OTHER ACTIVITY.

INTRODUCTION

What you are about to read and are requested to sign is a **RELEASE OF LIABILITY**. You are agreeing to give up your right to sue the Bushwhacker Climbing Club or anyone associated with the Club for injuries or losses you suffer while participating in a Club activity or while using Club facilities or equipment. In short, you cannot recover any money from the Club if you are hurt while participating in any Club activities.

This **RELEASE** is essential because the Club is a non-profit corporation formed for promotion of outdoor activities and for educational purposes. The Officers and Directors, instructors and trip planners are volunteers. Members and guests must understand that the dues paid cover only the administrative costs of the Club and are not used to pay the instructors or trip planners. The instructors and trip planners are not and do not hold themselves out to be professionals and they are not expected to be and should not be held to the same standard of care. You are voluntarily participating in this organization and its activities. **You are not paying for professional instruction and guiding.** You should not rely upon the trip planners and instructors to the degree upon which you might rely upon paid professionals. **If you do not sign this agreement, the Club cannot allow you to participate or join.**

Please read the **RELEASE AGREEMENT** very carefully. When you are certain that you understand the importance of each paragraph, sign your initials in the space provided. Sign the document only after you have read and understand everything. If you have any questions about the agreement, contact Club officers or consult your attorney. Your signature indicates that you have read and understand each portion of the Agreement.

1. Backcountry activities are dangerous, and I assume all risks of injury, including death, illness or damage.

I understand that there is a significant risk of serious physical injury, death, and other danger or loss associated with Club-sponsored trips, athletic endeavors, activities, and instruction relating to these activities. Injury or death can arise from many factors, including, but not limited to, causes such as weather, rock fall, avalanches, lightning strikes, or hidden obstacles such as crevasses and buried trees, actions of individuals, errors in judgment, lack of training or information, equipment failure, as well as other risks normally associated with athletic endeavors. There is no way to eliminate the risk of serious harm or death. The risk of injury or death is more significant because these events may occur in remote places without access to medical care or facilities. **I CERTIFY THAT I UNDERSTAND THAT BACKCOUNTRY TRAVEL, INCLUDING BUT NOT LIMITED TO SKIING, HIKING, MOUNTAIN CLIMBING, ROCK CLIMBING, AND TRAINING FOR SUCH ATHLETIC ENDEAVORS EXPOSES ME TO A HIGH RISK OF DEATH, INJURY OR ACCIDENT. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF INJURY, ILLNESS, DEATH OR DAMAGE OF WHATEVER KIND ARISING OUT OF MY PARTICIPATING IN ANY CLUB-SPONSORED ACTIVITY.**

_____ (Initial here when read and understood)

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

I recognize that 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, DEMANDS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, INCLUDING CLAIMS OF NEGLIGENCE, WHICH MAY ARISE AS A RESULT OF MY PARTICIPATION IN A CLUB-SPONSORED ACTIVITY OR FROM USE OF CLUB PROPERTY OR EQUIPMENT.**

_____ (Initial here when read and understood)

3. 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, agents or guests from all claims or causes of actions of whatsoever type for injuries,**

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death or property loss resulting from anyone's attempt to rescue, aid, or assist me or others if an emergency arises.

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)

4. 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 save harmless the Club, its officers, directors, members, trip planners, instructors, employees, agents and guests from any and against all claims, suits, actions at law or in equity, for damages 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 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)

5. I agree to abide by all Club rules.

I agree to abide by all Club rules contained in the Articles, Bylaws and Club Outing Rules.

_____ (Initial here when read and understood)

6. I am physically qualified to participate.

I certify that I am eighteen years old or older. I have signed this agreement freely and voluntarily. I certify that I have no physical limitations or medical conditions that would impair my ability to **participate** fully in Club activities. I agree to inform the trip planners and/or instructors of any conditions that may have any effect, so that a determination can be made as to the proper course of action. I am aware that the Club does not provide medical insurance.

_____ (Initial here when read and understood)

7. Club Property.

I acknowledge that the Club does not represent or warrant that its property or property it uses or leases is free of hazardous conditions. I understand and agree that the use of such property may subject me to both known and unknown hazards.

_____ (Initial here when read and understood)

8. Other provisions.

This agreement constitutes the complete and sole agreement between the Club, its officers, directors, instructors, trip planners, members and guests and all others associated with the Club-sponsored activities and me. **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 agreement covers my participation in all club activities and all associated events. Club-sponsored activities do not include transportation to and from the activity. I agree that I am solely responsible for my own transportation and that 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, HEIRS, EXECUTORS AND ADMINISTRATORS. I UNDERSTAND THE INTENT OF THIS AGREEMENT IS TO 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.**

_____ (Initial here when read and understood)

9. Severability.

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.

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

Participant's name (please print)

Date

Participant's signature