

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,**

Bushwhacker Climbing Club Membership Release

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