

California Mountaineering Club
RELEASE AND WAIVER OF LIABILITY
& INDEMNITY AGREEMENT

I hereby acknowledge that I have voluntarily applied to participate in mountaineering and/or mountaineering instruction or training, hereinafter referred to as "activities".

(Initial_____)

I am aware that the activities are hazardous, involving risk of serious bodily injury, death, or property damage and I am voluntarily participating in these activities with knowledge and expressly assume the risk of these dangers including, but not limited to: slips, falls, objects or persons falling on persons, equipment failure, injury from pointed equipment, high altitude injury, improperly administered first aid, lightening, hypothermia and/or drowning.

(Initial_____)

As lawful consideration for being permitted by the California Mountaineering Club or any of its officers, agents, servants, volunteers, activity participants or employees, herein referred to as "releasees", to participate in these activities and/or use their equipment, the undersigned does for him/herself, his/her heirs, executors, administrators, legal representatives, guardians, distributees and assigns, collectively referred to as releasors, hereby release, waive, discharge, and relinquish any action or causes of action for personal injury, property damage or wrongful death which may hereafter arise from the activities or any pursuit incidental thereto wherever or however said pursuit may occur and for whatever period said activities and pursuits may continue.

(Initial_____)

The undersigned further agrees that under no circumstances will releasors prosecute or present any claim against releasees for any causes of action for : personal injury, property damage or wrongful death, whether the same shall arise by the negligence or non-intentional conduct of any of said releasees from the activities or any pursuit incidental thereto.

(Initial_____)

This document is intended to be as broad as is permissible under the law of the State of California and this agreement shall be interpreted under the laws of the State of California. If any portion of this agreement is invalid, it is agreed that the balance shall continue in full force and effect.

(Initial_____)

The undersigned has read and voluntarily signs the release and waiver of liability and indemnity agreement and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

(Initial_____)

The undersigned acknowledges that he/she has read the foregoing paragraphs and is completely aware of the potential dangers incident to engaging in the activities, and is fully aware of the legal consequences of signing the within instrument.

(Initial_____)

Print Name: _____

Signature: _____ Date: _____

Parent or
Guardian Signature: _____ Date: _____