



# Vertical Hold Adventure Outings

## THIS IS AN ASSUMPTION OF RISK & A RELEASE OF LIABILITY

In consideration of the services of Vertical Hold Adventure Outings, their agents, owners, officers, volunteers, participants, employees, independent contractors, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Vertical Hold"), I hereby agree to release and discharge Vertical Hold, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that rock climbing, backpacking, mountain biking, and any other activity offered by Vertical Hold entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: the hazards of walking and riding on uneven terrain, slips and falls; being struck by rockfall, icefall or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the use of mountain bikes; the forces of nature, including lightning, weather changes; the risks of falling off the rock; the risks of falling off the bike; the risks of exposure to insect bites and stings; the risks of exposure to rattlesnake bites; the risk of exposure to bats; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; the risk of heat exhaustion and heat stroke; my own physical condition, and the physical exertion associated with this activity.

Furthermore, Vertical Hold guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Vertical Hold from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Vertical Hold's equipment or facilities, including any such claims which allege negligent acts or omissions of Vertical Hold.

4. Should Vertical Hold or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against Vertical Hold, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Vertical Hold on the basis of any claim from which I have released them herein.

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Internet: \_\_\_\_\_ Date: \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION** (Must be completed for participants under the age of 18): In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by Vertical Hold to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Vertical Hold from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_