

**CAVING, 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, Rock Climbing and Indoor Climbing.

I, _____ do hereby affirm and acknowledge that I am aware of and/or have been fully informed of the inherent hazards and risks associated with the recreational activities generally described as Whitewater Rafting, Caving, Climbing, and Paintball, including the rental / use of equipment and transportation associated therewith 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 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 Cheat River Outfitters, 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 muscle 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 other 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 head related injuries and illness including but not limited to frostnip, frostbite, 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 lightning, 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 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, herein referred to as releasees, Cheat River Outfitters, its officers, officials, agents and/or employees, other participants, sponsors, advertisers.
 2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels 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.

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Signature of Adult Participant	Name of Adult Participant (Please Print)	Date
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Age _____	Address _____	
City _____	State _____	Zip _____
Email _____	Phone _____	

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.

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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
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	Name of Minor (Please Print)	Date

**18 AND OVER COMPLETE ALL SHADED AREAS ABOVE THE LINE.
UNDER 18 COMPLETE AGE, ADDRESS, AND ALL SHADED AREAS BELOW THE LINE**