

arizona climbing and adventure school, LLC

Acknowledgement of Risk, Waiver of Liability, and Agreement and Release of Liability (Page 1 of 2)

I, _____, hereby acknowledge that I have voluntarily applied to participate in an Arizona Climbing and Adventure School (ACAS) activity or use the **Arizona Climbing and Adventure School** facilities. In consideration of the services of the Arizona Climbing and Adventure School, Mark Brontsema, Michelle Monette, Jayci Ferrmani, Mike Riley, Brannon Glenn, Hallie Mueller, Zack Summit, climbing staff, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as the "Arizona Climbing and Adventure School", I hereby agree to release and discharge the **Arizona Climbing and Adventure School**, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, guardians and estate as follows:

1. **Acknowledgment of Risk:** I recognize the fact that there is an inherent danger in the sport of rock climbing, belaying, Tyrolean/Zipline traversing, wilderness travel, rappelling, hiking in rough terrain, exposure to the elements including extreme hot and/or cold weather, inclement weather including rain and wet terrain, slippery rock surfaces, rock fall, dangerous animals and people, poisonous animals, insects and plants, crazy drivers, stray bullets, being transported by van or 4wd sport utility vehicle including but not limited to injury or death, and I understand that no amount of care, caution, instruction or expertise can eliminate this inherent danger.

Please initial: _____.

2. I understand that climbing with the **Arizona Climbing and Adventure School** is on real rock and is not the same as climbing artificial rock surfaces. I understand that the climbing instruction I will receive at the Arizona Climbing and Adventure School is not necessarily applicable to other real rock (limestone, sandstone, etc.) or artificial rock climbing. I understand that the instruction I receive at the Arizona Climbing and Adventure School does not prepare me to climb without supervision.

Please initial: _____.

3. Protective Helmets: I have been offered a protective helmet. I understand that wearing a helmet does not eliminate the danger of rock climbing but that in certain instances it can reduce the risk of permanent injury or death. I understand that the Arizona Climbing and Adventure School recommends that I wear a helmet and that if I choose not to wear a helmet I do so against their advice.

Please initial: _____.

4. I understand the hazards of climbing, including rappelling off routes, include, by way of example and not limitation, the following: falling because of improperly placed gear, loose or crumbling rock, or climbs that are not properly protectable; falling because of improperly tied knots or rope technique, or improperly buckled harnesses; icefall, rockfall or other falling debris; falling onto a ledge or other protrusion, and heart failure of an ACAS staff member. I understand that rescue may not be available if I hurt myself, and that even if available, rescue attempts may fail or be slow. I understand that there are more hazards than are enumerated here, and that there are unknown and unforeseeable hazards.

Please initial _____.

5. I understand that climbing gear wears out and that it could be damaged so badly during the course that it is unsafe to use. I certify that I am capable of examining and assessing any of my own equipment that I use during this course, and that if any trauma occurs to equipment belonging to the instructors and examiners of the course while I am using it, I will bring it to the attention of the instructor in charge so that he or she has a chance to check the equipment.

Please initial _____.

6. **Assumption of Risk:** In recognition of the known and unknown risks of the activity which I or any minor children for which I am responsible for, will engage in, I confirm that we are physically and mentally capable of participating in the activity and/or using the equipment. I understand that if the **Arizona Climbing and Adventure School's** staff, Mark H. Brontsema, or my mental or physical condition changes after the execution of this release such that I am not capable of participating in the activity or using the equipment I am obliged to cease participating in the activities and/or using the equipment. I expressly agree and promise to accept and assume all of the risks existing in this activity, including the risks of injury, paralysis or death of myself or the ACAS staff, and/or Mark H. Brontsema. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

Please initial _____.

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7. **Release Provision:** As lawful consideration for being permitted by the **Arizona Climbing and Adventure School** or one of its affiliated organizations to participate in these activities and use their equipment, I hereby agree that I, my children, my parents, my heirs, assigns, personal representatives, guardians and estate will not make a claim against, sue, attach the property of, or prosecute the **Arizona Climbing and Adventure School**, Mark Brontsema and any of its affiliated organizations, owners, officer, employees, agents, servants, or contractors for injury or damage resulting from negligence or other acts, howsoever caused, by the Arizona Climbing and Adventure School, any of its affiliated organizations, owners, officers, employees, agents, servants or contractors, as a result of my participation in the activities.

Please initial _____.

8. **Indemnity Clause:** Should the Arizona Climbing and Adventure School or anyone acting on its behalf, be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and hold them harmless from all such fees and costs.

Please initial _____.

9. **Continuation of Agreement:** I understand that this entire agreement and release will continue in full force and effect after I complete my activities on the date that I sign this agreement and release, and that this agreement and release shall be effective for all activities I participate in at the **Arizona Climbing and Adventure School** or under the Arizona Climbing and Adventure School's supervision.

10. **Release of Owner.** Each and every release, waiver and indemnification of the **Arizona Climbing and Adventure School** provided in this agreement shall also apply, with equal force and effect, as a release, waiver and indemnification of the owner of the property in which the facilities of the **Arizona Climbing and Adventure School** are located. I hereby release and discharge the **Arizona Climbing and Adventure School**, any of its affiliated organizations, owners, officers, employees, agents, servants, or contractors, from all actions, claims or demands, I, my children, my parents, my heirs, assigns, personal representative, guardians or estate now have or may hereafter have for injury or damage resulting from my participation in the **Arizona Climbing and Adventure School** activities, i.e. climbing, rappelling, hiking, camping, transportation to and from pick-up point.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN AN **Arizona Climbing and Adventure School** ACTIVITY OR COURSE, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST the **Arizona Climbing and Adventure School**, Mark H. Brontsema, Megan Evans and staff, ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN.

IT IS THE INTENTION OF THE UNDERSIGNED TO EXEMPT AND RELIEVE the **Arizona Climbing and Adventure School**, Mark H. Brontsema, Jayson Ohman AND ASSOCIATED PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND the **Arizona Climbing and Adventure School**, Mark H. Brontsema, Megan Evans AND AFFILIATED PARTIES AND I SIGN IT OF MY OWN FREE WILL.

Signature of Participant: _____ Print Name: _____

Address: _____ City, State & Zip: _____

Today's Date: _____ Course/Guiding Date: _____

Guide/Instructor _____