

# Front Range Climbing Company

Bring Out the Adventurer in You!



## Participant Agreement, Release and Assumption Of Risk

In the considerations of the services of Front Range Climbing Company dba Colorado Climbing School, their agent, owners and officers, Volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as ("CCS")), I hereby agree to release, indemnify, and discharge CCS, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that hiking, snowshoeing, rock and ice climbing entails known and unanticipated risks that 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 on uneven terrain and slips and falls; being struck by rock fall, icefall or other objects dislodged or thrown from above; the use and potential or actual failure of climbing ropes and equipment; the forces of nature, including lightning, weather changes and avalanche; the risks of falling off the mountain; the risks of insect bites; the risks of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; my own physical condition, and the physical exertion associated with this activity.

Further more, CCS employees 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 or other environmental conditions. They may give incomplete 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 CCS 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 CCS's equipment or facilities, **including any such claims which allege negligent acts or omissions of CCS.**
4. Should CCS or anyone acting on their behalf, be required to incur attorney's fees and cost 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 am willing to assume the risk of any medical or physical condition I ma have.
6. In the event that I file a lawsuit against CCS, I agree to do solely in the state of Colorado, and I further agree that the substantive law of Colorado 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 document 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 CCS 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 \_\_\_\_\_ Date \_\_\_\_\_

### **PARENTS OR GAURDIANS ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minors name) ("Minor") being permitted by CCS to participate in it's activities and to use it's equipment and facilities, I further agree to indemnify and hold harmless CCS 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: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_