

# THIS IS A RELEASE OF LIABILITY AND A WAIVER OF YOUR RIGHTS

In consideration of my admission to the Los Alamos Mountaineers (sometimes "the Mountaineers") and for participation in or and all of the activities organized by the Mountaineers, I agree to the terms and conditions of this agreement.

I understand that mountaineering, climbing, skiing, mountain biking, and other Mountaineers' sports and trips are dangerous activities. **I accept and clearly understand that there are inherent dangers and other risks involved in these sports and trips, including the risk of personal injuries, including PARALYSIS and DEATH.**

(please initial) \_\_\_\_\_

I understand the hazards of these sports (including actions taking in connection with initiating or completing them, for example, rappelling or being lowered, traveling to remote destinations, or ascending bungee jumping towers) include, by way of example and not limitation, the following: falling because of improper anchors, loose holds, improper knots, improper harness-buckling or tie-ins, improper technique, or improper belays; injury due to faulty equipment, weather or other environmental conditions; and being injured by another participant. **I agree that I alone am responsible for deciding whether to participate in these inherently risky sports and/or trips**

(please initial) \_\_\_\_\_

**I understand that there are more hazards than are enumerated here, and that there are unknown and unforeseeable hazards.**

(please initial) \_\_\_\_\_

**I understand that treatment may not be immediately available if I hurt myself on a Mountaineers trip.**

(please initial) \_\_\_\_\_

**I AGREE TO PARTICIPATE IN THESE SPORTS AND TRIPS AT MY OWN RISK.**

(please initial) \_\_\_\_\_

I understand that participating in Mountaineers' trips and sports subjects me to foreseeable and unforeseeable hazards other than those connected with specific sports, and I intend for this release to cover those hazards and all injuries resulting from those hazards.

(please initial) \_\_\_\_\_

I therefore, for myself, my heirs, successors, representatives, and anyone else who might have a claim by reason of my injury or death, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE FROM LIABILITY, and AGREE TO INDEMNIFY, HOLD HARMLESS, and DEFEND Los Alamos Mountaineers, Inc., its directors, officers, agents, volunteers, sponsors and their estates, from any and all liability for any and all such damage, injury, paralysis, or death to myself or any other person or to property. I explicitly agree that this release and indemnification extends to harm resulting from any NEGLIGENCE of the parties released or any party released.

(please initial) \_\_\_\_\_

I am accepting for myself the full responsibility for any and all such damage, injury, paralysis, or death of any kind which I may sustain, whether such damage, injury, paralysis or death results from the NEGLIGENCE of the Los Alamos Mountaineers, Inc., its directors, officers, agents, volunteers, hosts, sponsors or their estates, or from some other cause. I further agree, for myself, my successors, heirs, and family not to sue Los Alamos Mountaineers, Inc., its directors, officers, agents, volunteers, hosts, sponsors or their estates, on account of any injuries I incur in connection with participating in any activity with the Los Alamos Mountaineers, or in connection with any activities occurring on the property where the activity takes place.

(please initial) \_\_\_\_\_

If I violate the terms of this contract and sue any party released, that party shall be entitled to recover his/her or its expenses, including attorneys' fees from me.

(please initial) \_\_\_\_\_

**I UNDERSTAND THE RISKS OF PARTICIPATING IN ACTIVITIES WITH THE LOS ALAMOS MOUNTAINEERS AND I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY ACCEPT THE TERMS OF THIS WAIVER AND RELEASE AGREEMENT.**

(please initial) \_\_\_\_\_

This contract is severable; that is, if any part of it is held by a court of law to be unenforceable, the rest of it shall nevertheless be effective.

Participant's Printed Name \_\_\_\_\_

Participant's Address \_\_\_\_\_

Participant's Home Phone \_\_\_\_\_, Work Phone \_\_\_\_\_, E-mail \_\_\_\_\_

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

If Participant is a Minor: Parent's Printed Name \_\_\_\_\_

If Participant is a Minor: Parent's Signature \_\_\_\_\_ Date \_\_\_\_\_