

Release of Liability

RELEASE OF LIABILITY AGREEMENT NOT TO SUE INDEMNITY AGREEMENT CONSENT TO MEDICAL TREATMENT YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS READ THIS AGREEMENT CAREFULLY BEFORE SIGNING

RISK OF INJURY OR DEATH TO ME

I _____, AM AWARE THAT MOUNTAINEERING SPORTS (INCLUDING ROCK CLIMBING, MOUNTAINEERING, SNOW AND ICE CLIMBING AND SKI MOUNTAINEERING) ARE HAZARDOUS ACTIVITIES. I WISH TO PARTICIPATE AND/OR RECEIVE INSTRUCTION IN THESE ACTIVITIES WITH THE MOUNTAINEERING SECTION OF THE POTOMAC APPALACHIAN TRAIL CLUB (PATC-MS)(aka; Potomac Mountain Club) WITH THE FULL KNOWLEDGE OF THE DANGERS INVOLVED, AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH THAT MAY OCCUR. I understand that lead climbing creates substantial additional dangers, especially to the lead climber of the roped team. I am aware that when leading a climb I will often be out of view of the other person(s) on the rope. I further am aware that my safety as a leader depends greatly upon the quality of protection I place and that other person(s) on the rope are almost never able to evaluate the quality of such protection as I am climbing. I understand that as a leader, I alone make the final decision on what route, if any, I will climb. I understand that as a lead climber my own safety depends upon my own use of good judgment and that the experience of the other person(s) on the rope is never a substitute for my own sound judgment about where, when and how to climb.

GIVING UP MY LEGAL RIGHTS

By signing this Agreement, I agree to give up certain legal rights which I may have in the event I become injured or killed participating or receiving instruction in mountaineering sports with the **PATC, PATC-MS and PMC**. I am giving up my legal rights against the **PATC, PATC-MS and PMC** as well as against all of the **PATC, PATC-MS and PMC's** leaders, instructors, rope leaders, members, agents, officers, directors, employees and contractors. As used in this Agreement, the word "PATC-MS" will mean the Potomac Appalachian Trail Club, the Mountaineering Section of the Potomac Appalachian Trail Club, Potomac Mountain Club and all of their leaders, instructors, members, agents, officers, directors, employees and contractors.

MY PROMISE NOT TO SUE

I agree that I will not sue, or otherwise make any claim against the **PATC, PATC-MS and PMC** for injury, death or damage to me in the course of my participation or instruction in mountaineering sports, in any way resulting from the negligence or other acts, however caused, of the **PATC, PATC-MS and PMC**.

MY RELEASE OF LIABILITY

I also agree to release and discharge the **PATC, PATC-MS and PMC** from all actions, claims, or demands, both for myself and or my heirs or personal representatives, for injury, death or damage to me in the course of my participation or instruction in mountaineering sports, in any way resulting from the negligence or other acts, however caused, of the **PATC, PATC-MS and PMC**.

MY PROMISE TO INDEMNIFY I agree to pay all costs and expenses, including attorneys' fees and court costs, that **PATC, PATC-MS and PMC** may incur as a consequence of any legal action arising out of (1) injury, death, or damage to me; or (2) injury, death or damage to someone else as a result of my conduct.

MY CONSENT TO MEDICAL TREATMENT

I consent to any hospital care or medical or surgical diagnosis or treatment to be rendered to me, or to persons or members of my family who accompany me, as found advisable, of any injuries that may arise from participation in activities with the **PATC, PATC-MS and PMC**. I also understand and agree that I am solely responsible for any applicable charges for such medical services. All of the terms of this Agreement are binding upon me, my relatives, heirs and personal representatives. The terms of this agreement shall also be binding upon any persons or members of my family, including minors who may accompany me. I am over the age of eighteen (18) years of age, or my legal guardian has also read, initialed and signed this Agreement below my signature.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A BINDING LEGAL CONTRACT BETWEEN MYSELF AND THE PATC, PATC-MS and PMC AND/OR ITS AGENTS, AND I SIGN IT OF MY OWN FREE WILL.

DATED: _____ SIGNATURE: _____ *(Initial the signature box and check this box if you wish to submit this form electronically.)*

NAME (PRINTED):

ADDRESS:

CITY: _____ STATE: _____ ZIP:

TELEPHONE (HOME): _____

(WORK):

SIGNATURE OF LEGAL GUARDIAN (Required if the participant is under the age of 18 years)
I AM THE PARENT AND/OR LEGAL GUARDIAN OF THE ABOVE PARTICIPANT. I HAVE READ THE ABOVE AGREEMENT, HAVE AFFIXED MY INITIALS THERETO, AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THE ABOVE AGREEMENT IS A BINDING LEGAL CONTRACT BETWEEN MYSELF, THE ABOVE PARTICIPANT, AND THE **PATC, PATC-MS and PMC**, AND I CONSENT TO THE ABOVE-NAMED INDIVIDUAL'S PARTICIPATION IN ALL MOUNTAINEERING SPORTS ACTIVITIES IN WHICH THE PARTICIPANT MAY ENGAGE, AND ALSO AGREE TO BE BOUND AND HELD BY THE TERMS OF THE ABOVE AGREEMENT.

DATED: _____ SIGNATURE: _____

(Parent or Legal Guardian)

(Initial the signature box and check this box if you wish to submit this form electronically.)