



Outdoor Rock/Ice 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 Ice Climbing, Rock Climbing and Related Activities

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Ice Climbing, Rock Climbing and Indoor Climbing Activities, transportation of equipment related to the activities, and traveling to and from activity sites of which I am about to engage in. **Inherent hazards and risks include but are not limited to:**

1. Risk of injury from the activity and equipment utilized in Mountaineering and Rock 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 RHINO GUIDES, including but not limited to operator error.
4. Injury to hands, fingers, feet and toes, including but not limited to inflammation and/or strains of muscles, 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 others 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. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
8. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, lightning, high winds, temperature or weather conditions.
9. Attack by or encounter with insects, reptiles, and/or animals.
10. Accidents or illness occurring in remote places where there are no available medical facilities.
11. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
12. 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 of being permitted to participate in programs hosted by RHINO GUIDES, I am signing this release and agreement on behalf of myself and all members of my family, including any minor children, our heirs, assigns and personal representatives.

1. I acknowledge that rock climbing and ice climbing are dangerous and involve the risk of serious bodily injury or death from accidents or errors including equipment failure, falling objects or persons, or manmade objects, and negligence by myself, by the RHINO GUIDES and its agents, or by others, and I hereby assume all risks for myself, my family, and minors sent by or accompanying me.

2. I assume full responsibility for judging my own fitness, proficiency, level of attainment, stamina, or ability to engage in any climbing activity and that of any minor sent by or accompanying me and agree that I will not treat any statement by agents of the RHINO GUIDES as guarantees.

3. I release, hold harmless, promise not to sue, and shall indemnify RHINO GUIDES and its members, managers, and agents from any and all liability for injury to, or death of, myself or any minor sent by or accompanying me while engaged in activities hosted by RHINO GUIDES, from any cause, including negligence by RHINO GUIDES or its members, managers and agents, and I specifically agree that RHINO GUIDES AND ITS MEMBERS, MANAGERS AND AGENTS ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OF ITS NEGLIGENCE, OR THE NEGLIGENCE OF OTHER CLIMBERS.

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.

Signature of Adult Participant

Name of Adult Participant (Please Print)

Date

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.

Signature of Parent or adult legal
Guardian if Participant is a minor,
and by their signature, they may
on my behalf release all claims
that both they and I have.

Name of Parent or adult
legal Guardian (Print)

Date

Minor's Full Name (Please Print)

Date