



Supporting Member of the
American Mountain Guides Association

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

(Please print)

Name _____ Date _____

If under 18, Name of Guardian _____

Street _____

City _____ State _____ Zip _____

Telephone Number _____ E-mail _____

In consideration of the services of International Mountain Climbing School, Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "IMCS"), I hereby agree to release, indemnify, and discharge IMCS, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that rock climbing, ice climbing and alpine mountaineering entails known and unanticipated risks which 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 rockfall, icefall, or other objects dislodged or thrown from above; the risk of injuries caused by other climbers; the use of climbing ropes and equipment; the forces of nature, including lightning, weather changes, and avalanche; the risks of falling off the rock, mountain, or into a crevasse; the risks of exposure to insect bites; the risk 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.

Furthermore, IMCS 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 risk 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 IMCS from any and all claims, demands, or causes of actions, which are in any way connected with my participation in this activity or my use of IMCS's equipment or facilities, **including any such claims which allege negligent acts of omissions of IMCS.**
4. Should IMCS or anyone acting on their behalf, be required to incur attorney's fees and costs 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 may have.
6. In the event that I file a lawsuit against IMCS, I agree to do so solely in the state of New Hampshire, and I further agree that the substantive law of New Hampshire 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.

