Rock Climb Montana - Participant Agreement, Release and Assumption of Risk Form (updated 5/22/2020)

Also: Participant agrees that photos and videos taken during the climb may be used by RCM for promotional purposes.

In consideration of the services of Lee “Link” Neimark, dba Rock Climb Montana, 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 “RCM”), I hereby agree to release, indemnify, and discharge RCM, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in rock climbing activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, disease, 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 (but are not limited to): falls or pendulum swings that result in the climber hitting ledges, outcroppings, or the ground; the hazards of walking on uneven terrain; slips and falls; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, or concussions. Risks may also include more severe life threatening hazards: traffic accidents; being struck by rock fall or other objects dislodged or thrown from above; the improper use of ropes and equipment; the forces of nature, including lightning and rapid weather changes; the risk of falling off the rock; exposure to temperatures and weather and extremes which could cause hypothermia, hyperthermia (heat related illness), heat exhaustion, sunburn, dehydration; exposure to potentially wild animals, insect bites, and hazardous plant life; contraction of or exposure to illness from infectious diseases including COVID-19, the negligence of other participants or persons who may be present; my own physical condition, and the physical exertion associated with this activity. In short, risks inherent to the sport of climbing or as a result of unintended human error may result in destruction of property, injury or death.

Furthermore, I acknowledge that RCM personnel 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 RCM 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 RCM’s equipment or facilities, including any such claims which allege negligent acts or omissions of RCM.

4. Should RCM 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 I agree to bear the costs of any such injury or damage myself. I further certify that I am willing to assume the risk of any medical, physical or emotional condition I may have.

6. In the event that I file lawsuit against RCM, I agree to do so solely in the State of Montana, venue in Flathead County, and I further agree that the substantive law of that state 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 portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is injured or contracts an illness, 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 RCM on the basis of any claim from which I have released them herein.

**By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider’s ordinary negligence that are the result of the provider’s failure to exercise reasonable care.**

*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.*

**Participant’s Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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***PARENT’S OR GUARDIAN’S ADDITIONAL INDEMNIFICATION (Must be completed for participants under age 18)***

In consideration of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Print minor’s name)

(“Minor”) being permitted by RCM to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless RCM from any and all claims which are brought by or on behalf of Minor and which are in any way connected with such use of participation by Minor.

**Parent or Guardian Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**