

## Appalachian Mountain Institute

### Participant agreement and assumption of risk release

#### *Please read before signing*

(Please Print)

Name \_\_\_\_\_ Date \_\_\_\_\_

If under 18 Name of Guardian \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ E-mail \_\_\_\_\_

In consideration of being allowed to participate in any way in the *Appalachian Mountain Institute* program, its related events and activities, I (print name) \_\_\_\_\_, the undersigned, acknowledge, and agree that:

1. **Rock and ice climbing and all associated activities are inherently dangerous**, and not all risks are foreseeable. Risks can include: weather, such as storms, wind, rain, snow, lightning, hypothermia, frostbite, heat exhaustion or heat stroke, falling objects, falls, slips, animal and insect bites, equipment failure, inappropriate techniques, rock or ice fall, loose rock, physical exhaustion, equipment failure, judgment and human error etc... This does not include all possible risks associated with rock and ice climbing nor is it possible for AMI to identify all risks **(initial\_\_\_\_\_)**.
2. **The risk of injury from the activities involved in this program is significant**, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist and cannot be totally eliminated by AMI **(initial\_\_\_\_\_)**.
3. **All equipment must be in good working condition** and be approved by CE. All personal gear used by the participant is solely the responsibility of the participant to be in good working order. *Appalachian Mountain Institute*, associates, officers, agents, and/or employees are **not** responsible for the working condition or loss of any personal gear used by the participant **(initial\_\_\_\_\_)**.
4. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation. **(initial\_\_\_\_\_)**.
5. Guardians of minors are fully encouraged to be present with the minor on an outing, whether or not the guardian will be actively participating in actual climbing. **(initial\_\_\_\_\_)**.
6. I willingly agree to comply with stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from the participation and notify the company immediately **(initial\_\_\_\_\_)**.

7. I recognize that the use of drugs or alcohol that impair my ability while climbing is inherently dangerous. At no time during this activity will any participant be under the influence of drugs or alcohol or take any substance that may otherwise impair your ability to function at a normal and reasonable level. AMI reserves the right to terminate activities if the participant is under the influence. **(initial\_\_\_\_)**.
8. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS *Appalachian Mountain Institute, AMGA and* their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used for activity("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY associated with my presence or participation, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law. **(initial\_\_\_\_)**.

***I have read this release of liability and assumption of risk agreement, fully understanding its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.***

\_\_\_\_\_ Age: \_\_\_\_\_ Date: \_\_\_\_\_  
Participant's Signature

**Photo release**

I allow Appalachian Mountain Institute to utilize any photographs taken during this activity for promotional media without compensation. This material will remain the property of Appalachian Mountain Institute with all rights and privileges reserved.

\_\_\_\_\_ Age: \_\_\_\_\_ Date: \_\_\_\_\_  
Participant's Signature

**FOR PARENTS/GUARDIANS OF PARRTICIPANTS OF MINORS**  
(Under 18 at time of registration)

This is to certify that I, as a parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my child, and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the releasees from any and all liabilities incident to minor child's involvement of participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

\_\_\_\_\_ Date signed \_\_\_\_\_  
Parent/Guardian's Signature