

RELEASE OF LIABILITY / AGREEMENT NOT TO SUE
This Documents Affects Your Legal Rights. Read It Carefully.

I, _____, AM AWARE THAT ROCK CLIMBING AND RAPPELLING INCLUDES CERTAIN RISKS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY OR DEATH. I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY AND INSTRUCTION WITH KNOWLEDGE OF THE DANGERS INVOLVED, AND ACCEPT FULL RESPONSIBILITY FOR THE RISKS INVOLVED.

Please initial: Participant: _____ Parent or Guardian: _____

In consideration of being allowed use the rock climbing and rappelling facilities and equipment provided by Boy Scout Troop 970 and the Indian Nations Council:

1. I agree that I will not sue, or otherwise make any claim against Boy Scout Troop 970, the BSA Indian Nations Council, or any other sponsor or provider, or their employees, volunteers, or agents, for any loss, injury, or damage resulting from participation in rock climbing and rappelling activities.
2. I agree that any of the parties, sponsors, and providers referred to in item #1 above, including their employees, volunteers, and agents, shall not be legally responsible for any loss, injury, or damage, resulting from any cause.
3. The parent or guardian named below agrees that the participant named below has permission to participate in rock climbing and rappelling activities, and that the participant will follow all rules and instructions provided by the parties, sponsors, or providers referred to in item #1 above.
4. I agree that any equipment provided by Boy Scout Troop 970, the BSA Indian Nations Council, or the instructors, will be used at my own risk. I understand and agree that the parties, sponsors, or providers referred to in item #1 above shall not be liable for any loss, damage, or injury resulting from the use or suitability of said equipment. No warranties of any kind are being made regarding this equipment.
5. To the fullest extent allowed by law, I agree to RELEASE, INDEMNIFY, and HOLD HARMLESS the parties, sponsors, and providers referred to in item #1 above, including their employees, volunteers, and agents, from all actions or claims from myself, my heirs or representatives for any loss, injury, or damage resulting from participation in rock climbing and rappelling, including the use of any equipment.
6. The terms of this Release shall also be binding as to any other persons, including family members, heirs, and personal representatives, I understand this is a binding contract and is intended to provide a comprehensive release of liability but is not intended to assert any defenses that are prohibited by law. If any part of this release is deemed unenforceable, all other parts shall be given full force and effect.
7. I am legally competent to sign this release or my parent or guardian has also read and signed this release. The parent or guardian also agrees to RELEASE, HOLD HARMLESS, and INDEMNIFY the parties, sponsors, and providers referred to in item #1 above, and their employees, volunteers, and agents, for any claim of the participant, and agrees to pay any medical expenses incurred by the participant.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I SIGN THIS RELEASE AGREEMENT OF MY OWN FREE WILL.

Date: _____ Signature of Participant
(Must also be signed by parent or guardian if participant is a minor)

Printed Name of Participant

Date: _____ Signature of Parent or Guardian

Printed Name of Parent or Guardian