

Beverly Mountain Guides, LLC / Strike Rescue

REQUIRED ASSUMPTION OF RISK, RELEASE OR LIABILITY, WAIVER OF ALL CLAIMS, AND INDEMNIFICATION FORM

PARTICIPANT INFORMATION

(Please Print)

Participant's Full Name _____ Phone Number (____) _____

Date of Birth ____/____/____ Mailing Address _____

E-mail Address _____ (Street, City, State, Zip) _____

In consideration of the services provided Beverly Mountain Guides, LLC, d.b.a. Strike Rescue© [hereinafter referred to as "BMG"], any officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses giving me the opportunity to participate in climbing activities, including but not limited to: climbing, bouldering, belaying, lowering on ropes, rescue systems, technical rock climbing, rock wall climbing, rock climbing classes, rappelling, other activities related in any way related to rock climbing or "rock gym" activities, skiing, AIARE avalanche courses, or any mountaineering-type activities which I participate in or any other activity or service provided to me by BMG [hereinafter referred to as "Climbing Activities"], I for myself, my personal representatives, assigns, heirs and next of kin, state and agree to the following:

ASSUMPTION AND ACKNOWLEDGEMENT OF RISK

BMG does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of these inherent risks. The following describes some, BUT NOT ALL, of these risks: Rockfall; Icefall; Avalanches; Electrical storms; Mountain storms; Snow; Ice; Rain; Hail; Sleet; Lightning; Falling; Objects falling from above; Unstable or loose rock, snow, ice, talus, moraine, scree, boulders, and/or other terrain; Slippery terrain; Falling and injury while skiing or snowshoeing; Extreme cold and hot temperatures; Water crossings by foot or boat; Wildlife encounters; Dehydration; High altitude and altitude sickness; Wind; Failure of mountaineering equipment despite reasonable care and use; Injury from mountaineering equipment despite reasonable care and use; Careless or reckless behavior on the part of other members of the group despite reasonable supervision; Guide error; Careless or reckless behavior on the part of third parties; Limited possibility of assistance/rescue; and Limited ability/inability to communicate with rescue personnel. I am aware that this activity entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that the other unknown or unanticipated risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks. I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities. I acknowledge that I have responsibilities as a participant. I acknowledge that the staff of BMG has been available to explain more fully to me the nature and physical demands of this activity and inherent risks, hazards, and dangers associated with this activity. I certify that I am fully capable of participating in this activity. I acknowledge, agree and represent that I understand the nature of Climbing Activities for which I may not be skilled, I am in good health, and I am in proper physical condition to participate in such activities. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. These inherent risks include, but are not limited to, all manner of injury resulting from participation during Climbing Activities, as well as any possible exposure to infectious diseases. **I ACKNOWLEDGE THAT CLIMBING ACTIVITIES ENTAIL BOTH KNOWN AND UNANTICIPATED RISKS, SEEN AND UNSEEN, WHICH COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY, PARALYSIS, DEATH, OR DAMAGE TO PROPERTY, OR TO THIRD PARTIES.**

I AGREE TO ASSUME ALL RISK AND BEAR FULL RESPONSIBILITY FOR ANY INJURY, ILLNESS, OR DAMAGE I MAY SUFFER WHILE PARTICIPATING IN CLIMBING ACTIVITIES, INCLUDING BUT NOT LIMITED TO ANY NEGLIGENCE ON THE PART OF BMG. I have no physical or mental limitations which would preclude my safe use of the climbing walls, climbing equipment, or exercise equipment, or being in the landing zones, and/or I assume all risks that may be created by such limitations. I further certify that I am not currently mentally impaired or under the influence of drugs or alcohol and am otherwise legally competent to understand and sign this document. I, the undersigned, recognize the dangers inherent with Climbing Activities. I am assuming the hazard of this risk upon myself since I wish to climb. I realize I am subject to injury from this activity and that risks and dangers may arise from foreseeable or unforeseeable causes to which I am exposing myself or my minor child. The risks outlined in this document are not exhaustive and I acknowledge that there may be other risks, hazards, and dangers that, based on the circumstances, are integral to Climbing Activities.

Initial _____ (If participate is under 18, Parent/Legal Guardian must initial)

RELEASE, INDEMNIFICATION AND PROMISE NOT TO SUE

I HERBY RELEASE, COVENANT NOT TO SUE AND DISCHARGE BMG, its owners, shareholders, agents, employees, attorneys, legal representatives, successors, and assigns, and its directors, officers, contractors, representatives, divisions, subsidiaries, affiliates, other participants in the Climbing Activities, and all persons and entities acting by, through, under, or in concert with them [collectively "Releasees"] **FROM ALL LIABILITY,**

CLAIMS, DEMANDS, LOSSES OR DAMAGES CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASEES OR OTHERWISE, and I further agree that if, despite this release, waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf makes a claim against any of the Releasees, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS**

EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage or cost which may incur as a result of such claim. This release is binding on my heirs, assigns and agents. In the event that I file a lawsuit against BMG, I agree to do so solely in the state court located in Bernalillo County, New Mexico, and I further agree the substantive law of New Mexico shall apply in that action without regard to the conflict of law rules of that state.

Initial _____ (If participate is under 18, Parent/Legal Guardian must initial)

Beverly Mountain Guides, LLC / Strike Rescue

REQUIRED ASSUMPTION OF RISK, RELEASE OR LIABILITY, WAIVER OF ALL CLAIMS, AND INDEMNIFICATION FORM RULES AND AGREEMENTS

I WILL COMPLY WITH ALL BMG RULES, BOTH WRITTEN AND AS STATED TO ME BY BMG, during my participation in Climbing Activities. I will obey the BMG staff in regard to those rules as they affect my safety, other participants and observers, the property of BMG, and all resources used in conjunction with

Climbing Activities. I agree and warrant that I will inspect each portion of the Climbing Activities in which I take part and that if I find any condition which I consider to be unacceptable, hazardous or dangerous, I will notify the BMG staff and will refuse to take part in the Climbing Activities until the condition has been corrected to my satisfaction. I understand that use of the walls and/or any instruction I receive at BMG is not sufficient to prepare me for the risks and hazards of indoor or outdoor climbing. Furthermore, I understand that the teaching of rock climbing safety procedures or Climbing Activities is not allowed except by BMG staff members. I understand that BMG reserves the right to refuse or terminate service for any reason not discriminatory, at any time. Furthermore, I hereby give permission to the physician selected by BMG to hospitalize, secure proper treatment for, and to order injections, anesthesia and surgery as needed for me or my child named as "Participant." I do hereby give consent to BMG to treat an injury occurring during Climbing Activities and seek definitive care if it is deemed necessary. **I HEREBY EXEMPT, RELEASE AND HOLD HARMLESS BMG AND EACH OF THE OTHER RELEASED PARTIES FROM LIABILITY FOR PERSONAL INJURY, ILLNESS, PROPERTY DAMAGE OR WRONGFUL DEATH WHILE MY CHILD OR I ARE ENGAGED IN THIS EVENT, EVEN IF CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE, TO THE FULLEST EXTENT PERMITTED BY LAW.** My signature below indicates that I have read this entire document, understand it completely, and agree to be bound by all its terms and conditions. Additionally, I give BMG permission to use in its catalog, brochure, or on its website any picture in which the likeness of myself and/or my child appears and agree to notify BMG in writing if I contest this practice immediately.

Initial _____ (If participate is under 18, Parent/Legal Guardian must initial)

HELMET WAIVER SIGN IF YOU WILL NOT WEAR A HELMET

I recognize the dangers inherent in climbing. I am assuming the hazard of the risk upon myself since I wish to climb. I realize I am subject to injury from this activity and that no form of preparing can remove all of the danger to which I am exposing myself. **I AM AWARE OF THE SAFETY POLICY REQUIRING THE USE OF A PROTECTIVE HELMET WHICH COULD PREVENT PERMANENT BRAIN DAMAGE OR OTHER INJURY IN THE EVENT OF AN ACCIDENT. AGAINST THE ADVICE OF BMG, I AM REFUSING THE CRITICAL SAFETY PROTECTION.**

Initial _____ (If participate is under 18, Parent/Legal Guardian must initial)

I have read this entire document, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I also agree that if any portion of this agreement is held to be invalid, illegal, or unenforceable, said portion of this agreement shall be deemed separate, distinct and independent, and shall be ineffective to the extent it (i) invalidates the remaining provisions of this agreement under applicable law or (ii) affects the legality, validity or enforceability of this agreement in the applicable jurisdiction. By signing this document, I certify that I am at **least 18 years of age** and that no other representations have been made to me that change, alter, or modify anything within this written Agreement. I understand that Climbing Activities are dangerous. I agree to be bound by its terms. In addition, if the participant listed in "Participant Information" is under age 18, I state that I am the **parent or legal guardian** of said participant and I agree to each of the above terms on his or her behalf, and I understand that said participant must sign his or her own waiver upon turning age 18. I do give permission for my child to participate in Climbing Activities and I have full and sole responsibility for the safety and well-being for all minors whom I have invited to the climbing gym for as long as they are on the premises. **MY PARTICIPATION IS PURELY VOLUNTARY, AND I CHOOSE TO PARTICIPATE IN FULL VIEW OF THE RISKS.**

Printed Name of Participant or Parent/Legal Guardian

Signature of Participant or Parent/Legal Guardian if
Participant is Under Age 18

Today's Date

Emergency Contact Name Phone No.

Relationship to climber