

# **INDIVIDUAL RELEASE, INDEMNIFICATION AND HOLD-HARMLESS AGREEMENT**

## **CHAREST ALPINISM, LLC**

### **(DBA) PETRA CLIFFS CLIMBING CENTER & PETRA CLIFFS MOUNTAINEERING SCHOOL**

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#### **I. Introduction**

Indoor adventure-based activities at Petra Cliffs Climbing Center and outdoor adventure-based activities at Petra Cliffs Mountaineering School are exciting, challenging and physically demanding. Our instructors are trained to supervise these activities in a safe manner by both veteran instructors from Charest Alpinism, LLC and other accredited training programs.

#### **II. Acknowledgment of Inherent Risks**

While the staff and student leaders aim to provide me with a safe and enjoyable experience, I realize that there is a certain degree of personal injury risk inherent in these adventurous activities when I participate. Although I will be instructed in safe practices in these activities, there are additional and unpredictable hazards relating to outdoor adventure-based activities that cannot be anticipated, including falling rocks, varying weather conditions (including but not limited to severe heat or extreme cold) and changing water conditions.

#### **III. Assumption of Risk and My Responsibility**

Knowing the physical risks inherent in these activities, I understand that I must assume responsibility for my own safety and the safety of other group members. This responsibility requires that I obey all rules and guidelines at all times and ask questions if I do not understand instructions given by instructors, staff and student leaders. Further, I agree to pay attention to the condition of the equipment I may use (including but not limited to ropes, anchors, climbing equipment, canoes, kayaks and Personal Flotation Devices) and immediately report to an instructor any perceived defect in the equipment.

#### **IV. Release, Indemnify and Hold-Harmless**

In consideration of the services and equipment provided to me, I, for myself and/or any minor child for which I am a parent or legal guardian or otherwise responsible, do hereby release, hold-harmless and waive all claims associated with the activities in which I will engage at Petra Cliffs Climbing Center and/or Petra Cliffs Mountaineering School (collectively "Petra Cliffs"), releasing Charest Alpinism, LLC, its members, directors, agents, assigns, employees and volunteers from any and all liability, personal injury or property claim for myself, my heirs, personal representatives or assigns.

#### **V. Authorization**

I hereby authorize any medical treatment deemed necessary in the event of an injury while participating in any Petra Cliffs' activity. I agree that any film or photographs of myself as a participant may become the property of Petra Cliffs and may be used for promotional purposes.

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Participant  
Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Participant  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Participant  
Home Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Participant  
Emergency Phone: \_\_\_\_\_ Emergency Contact Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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#### **TO BE READ AND SIGNED BY PARENT/LEGAL GUARDIAN OF MINORS.**

I hereby state that I am the parent or legal guardian of the minor whose signature appears above. I have read, understand and freely accept the terms and provisions set forth in this release. If a minor does not have a signed release of liability form from a parent/guardian **Charest Alpinism LLC** can refuse to let that minor climb, or at its option, agree to let the minor climb, but that it does so only because the undersigned party hereby agree to full responsibility for the safety of that minor under the terms of this release of liability.

Signature of Parent or Guardian \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_