

Release of Liability

***RELEASE OF LIABILITY AGREEMENT *NOT TO SUE INDEMNITY AGREEMENT *CONSENT TO MEDICAL TREATMENT**

YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS, READ THIS AGREEMENT CAREFULLY BEFORE SIGNING!

RISK OF INJURY OR DEATH TO ME

I _____, AM AWARE THAT MOUNTAINEERING SPORTS (INCLUDING ROCK CLIMBING, MOUNTAINEERING, SNOW AND ICE CLIMBING AND SKI MOUNTAINEERING) ARE HAZARDOUS ACTIVITIES. I WISH TO PARTICIPATE AND/OR RECEIVE INSTRUCTION IN THESE ACTIVITIES WITH THE MOUNTAINEERING SECTION OF THE POTOMAC APPALACHIAN TRAIL CLUB (PATC-MS) WITH THE FULL KNOWLEDGE OF THE DANGERS INVOLVED, AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH THAT MAY OCCUR. I understand that lead climbing creates substantial additional dangers, especially to the lead climber of the roped team. I am aware that when leading a climb I will often be out of view of the other person(s) on the rope. I further am aware that my safety as a leader depends greatly upon the quality of protection I place and that other person(s) on the rope are almost never able to evaluate the quality of such protection as I am climbing. I understand that as a leader, I alone make the final decision on what route, if any, I will climb. I understand that as a lead climber my own safety depends upon my own use of good judgment and that the experience of the other person(s) on the rope is never a substitute for my own sound judgment about where, when and how to climb.

GIVING UP MY LEGAL RIGHTS

By signing this Agreement, I agree to give up certain legal rights which I may have in the event I become injured or killed participating or receiving instruction in mountaineering sports with the **PATC, PATC-MS**. I am giving up my legal rights against the **PATC, PATC-MS** as well as against all of the **PATC, PATC-MS**'s leaders, instructors, rope leaders, members, agents, officers, directors, employees and contractors. As used in this Agreement, the word "PATC-MS" will mean the Potomac Appalachian Trail Club, the Mountaineering Section of the Potomac Appalachian Trail Club, and all of their leaders, instructors, members, agents, officers, directors, employees and contractors.

MY PROMISE NOT TO SUE

I agree that I will not sue, or otherwise make any claim against the **PATC, PATC-MS** for injury, death or damage to me in the course of my participation or instruction in mountaineering sports, in any way resulting from the negligence or other acts, however caused, of the **PATC, PATC-MS**.

MY RELEASE OF LIABILITY

I also agree to release and discharge the **PATC, PATC-MS** from all actions, claims, or demands, both for myself and or my heirs or personal representatives, for injury, death or damage to me in the course of my participation or instruction in mountaineering sports, in any way resulting from the negligence or other acts, however caused, of the **PATC, PATC-MS**.

MY PROMISE TO INDEMNIFY I agree to pay all costs and expenses, including attorneys' fees and court costs, that **PATC, PATC-MS** may incur as a consequence of any legal action arising out of (1) injury, death, or damage to me; or (2) injury, death or damage to someone else as a result of my conduct.

MY CONSENT TO MEDICAL TREATMENT

I consent to any hospital care or medical or surgical diagnosis or treatment to be rendered to me, or to persons or members of my family who accompany me, as found advisable, of any injuries that may arise from participation in activities with the **PATC, PATC-MS**. I also understand and agree that I am solely responsible for any applicable charges for such medical services. All of the terms of this Agreement are binding upon me, my relatives, heirs and personal representatives. The terms of this agreement shall also be binding upon any persons or members of my family, including minors who may accompany me. I am over the age of eighteen (18) years of age, or my legal guardian has also read, initialed and signed this Agreement below my signature.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A BINDING LEGAL CONTRACT BETWEEN MYSELF AND THE PATC, PATC-MS AND/OR ITS AGENTS, AND I SIGN IT OF MY OWN FREE WILL.

NAME : _____

ADDRESS: _____

PHONE : _____

DATED:

SIGNATURE:

SIGNATURE OF LEGAL GUARDIAN (Required if the participant is under the age of 18 years)

I AM THE PARENT AND/OR LEGAL GUARDIAN OF THE ABOVE PARTICIPANT. I HAVE READ THE ABOVE AGREEMENT, HAVE AFFIXED MY INITIALS THERETO, AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THE ABOVE AGREEMENT IS A BINDING LEGAL CONTRACT BETWEEN MYSELF, THE ABOVE PARTICIPANT, AND THE **PATC, PATC-MS**, AND I CONSENT TO THE ABOVE-NAMED INDIVIDUAL'S PARTICIPATION IN ALL MOUNTAINEERING SPORTS ACTIVITIES IN WHICH THE PARTICIPANT MAY ENGAGE, AND ALSO AGREE TO BE BOUND AND HELD BY THE TERMS OF THE ABOVE AGREEMENT.

DATED:

SIGNATURE:

(Parent or Legal Guardian)