

Waiver of Liability for Climbing Activities

WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Please read carefully before signing. This is a release of liability and waiver of legal rights.

1. Definitions

The person who is participating in rock climbing, mountaineering, and related activities will be referred to as "Participant." The climbing guide and associated entities will be referred to as "Releasees."

2. Acknowledgment and Assumption of Risks

I, _____ (Participant's Name), do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with mountaineering, rock climbing, and indoor climbing activities, including but not limited to:

1. Risk of injury from the activity and equipment utilized, including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction.
3. My own negligence and/or the negligence of others, including employees, agents, independent contractors, or representatives of the Releasees.
4. Injuries to hands, fingers, feet, and toes, including but not limited to inflammation, strain of muscles, ligaments, tendons, nerve damage, and broken bones.
5. Injury from falling, exposure to high altitude, or not paying close attention to climbing.
6. Severe injuries to the head, neck, and back, which may result in severe physical impairment or death.
7. Cold weather and heat-related injuries and illnesses including frostbite, heat exhaustion, heat stroke, sunburn, hypothermia, and dehydration.
8. Exposure to outdoor elements, including avalanches, rock falls, inclement weather, and severe wind.
9. Encounters with insects, reptiles, and/or animals.

10. Accidents or illnesses occurring in remote places where there are no available medical facilities.
11. Fatigue, chill, and/or dizziness, which may diminish reaction time and increase the risk of accident.

3. Release of Liability, Waiver of Claims, and Indemnity Agreement

In consideration for being permitted to participate in mountaineering, rock climbing, and indoor climbing and related activities, I hereby agree, acknowledge, and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as Releasees: Imagine Adventures LLC
2. To release the Releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the Releasees or otherwise.
3. By executing this document, I agree to hold the Releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
4. By entering into this Agreement, I am not relying on any oral or written representation or statement made by the Releasees, other than what is set forth in this Agreement.

5. Severability

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforced.

Signature Page

Acknowledgment of Understanding

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Adult Participant	Name of Adult Participant

Date:

FOR PARTICIPANTS OF MINORITY AGE (UNDER 18 AT THE TIME OF PARTICIPATION):

This is to certify that I, as Parent, Guardian, or Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

Signature of Parent/Guardian	Name of Parent/Guardian (Please Print) Date

Date:
