

RELEASE AND INDEMNITY AGREEMENT

I, _____ hereby state that I wish to participate in courses and/or activities offered by The Mountaineers, a non-profit corporation. I recognize any outdoor activity may involve certain dangers, including but not limited to the hazards of traveling in mountainous terrain, accidents or illness in remote places, force of nature, and the actions of participants and other persons. I further understand and agree that without some program providing protection of its assets and its leaders, The Mountaineers would not be able to offer its courses and activities.

I understand that in this course our activity, I MAY BE PHOTOGRAPHED. I agree to allow my photo, to be used for any legitimate purpose by The Mountaineers.

In consideration of and as part payment for the right to participate in the activities offered by The Mountaineers, I agree to RELEASE, HOLD HARMLESS AND INDEMNIFY The Mountaineers and its members from any and all liability, claims and causes of action arising out of or in any way connected with my participation, or the participation of any minor that I am signing on behalf of, in any activities offered by The Mountaineers. This includes but is not limited to all liability claims and causes of action in any way connected to property owned or leased by the Mountaineers, or the actions or inactions of any Mountaineers employees, members, agents, and or volunteers.

In regards to participation in ski activities, I have been informed that the use of tow grippers is not permitted in the American National Standard Safety Code (ANSI), and I expressly assume any and all risks if I/the minor use(s) them. I agree to RELEASE AND INDEMNIFY The Mountaineers and its members from all rights, claims, and causes of action I/the minor may have arising out of or in any way connected with my/the minor's use of the tow grippers.

I personally assume all risks in connection with these activities. If I am signing on behalf of a minor, I further agree to HOLD HARMLESS AND INDEMNIFY The Mountaineers and its members from all liability, claims and causes of action which the minor may have arising from the minor's participation in activities. The terms of this agreement shall serve as a release and indemnity agreement for my heirs, personal representative, and for all members of my family, including any minors. (Parents or legal guardians must sign for all persons under eighteen (18) years of age.)

I have read this release and indemnity agreement and have fully informed myself of its contents before I have signed it.

Signature of Participant Date

Signature of Parent or Guardian If Participant Is Under 18 Years of Age Date