

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK FOR
LEAD ROCK CLIMBING

I, the undersigned, in consideration of the services of First Ascent Climbing Services, Inc., its officers, employees, agents or representatives (hereinafter referred to as "First Ascent"), hereby agree to release and discharge First Ascent on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

1.) I understand and acknowledge that the activity I am about to voluntarily engage in as a participant, and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property or to spectators or other third parties. The following describes some, but not all of those risks:

a) Falling while lead climbing entails the risk of collision with the rock face without the protection of a top rope; b) the risk of my own poor judgment and/or ability of placing protection; c) the risk that the protection I place could fail; d) latent or apparent defects or conditions in equipment or property supplied by First Ascent or other persons or entities; e) acts of other participants in this activity, employees or agents of First Ascent, or other persons; f) weather conditions; g) contact with plants or animals; h) my own physical condition, or my own acts or omissions; i) first aid, emergency treatment or other services rendered.

2) Being aware that this activity entails known and unknown risks of injury to myself and a risk to spectators or other third parties as a result of my actions, I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to myself, to others, or to my property arising from my participation in this activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.

3) I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify First Ascent, its agents or employees, and all other persons or entities from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including specifically but not limited to the **negligent acts or omissions of First Ascent**, its agents or employees, and all other persons or entities, for any and all injury, death, illness or disease, and damage to myself or to my property. **In signing this document, I fully recognize that if anyone is hurt or property is damaged while I am engaged in this event, I will have no right to make a claim or file a lawsuit against First Ascent, or its officers, agents or employees even if they or any of them negligently caused the bodily injury or property damage.**

4) Should it be necessary for First Ascent, or someone on attorney's fees and cost to enforce this agreement, or any portion thereof, I agree to pay First Ascent reasonable costs and attorney's fees thereby expended, or for which liability is incurred.

5) I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party paying for such expenses or liability.

My signature below indicates that I have read this entire document, understand it completely, understand that it affects my legal rights, and I agree to be bound by its terms.

Signature of participant: _____

Print Name: _____

If under 18, signature of parent or guardian _____

Print Name: _____ Date _____

Address: _____ Phone _____