

**AGREEMENT, RELEASE, AND WAIVER OF LIABILITY
(OUTDOOR/INDOOR CLIMBING INSTRUCTION AND GUIDE SERVICES)**

Pursuant to Montana Code Annotated §27-1-753, **BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING YOUR LEGAL RIGHT TO A JURY TRIAL TO HOLD THE PROVIDER LEGALLY RESPONSIBLE FOR ANY INJURIES OR DAMAGES RESULTING FROM RISKS INHERENT IN THE SPORT OR RECREATIONAL OPPORTUNITY OR FOR ANY INJURIES OR DAMAGES YOU MAY SUFFER DUE TO THE PROVIDER'S ORDINARY NEGLIGENCE THAT ARE THE RESULT OF THE PROVIDER'S FAILURE TO EXERCISE REASONABLE CARE.**

I desire to participate in indoor and outdoor climbing activities, including bouldering, rock and ice climbing, mountaineering, climbing instruction, classes, guide services, and indoor and outdoor climbing events (collectively "Climbing Activities"), sponsored and/or conducted by TOUCH THE SKY, INC., a Montana non profit corporation, PO Box 6483, Bozeman, Montana 59771 ("TTS"). In consideration of my being permitted to participate in Climbing Activities, and for myself, my relatives, heirs, dependents, assigns, and personal representatives, I hereby make the following agreement, release, and waiver of liability ("Agreement"):

ACKNOWLEDGMENT OF RISK AND WAIVER

I acknowledge that there are significant risks and hazards, both known and unknown, inherent in Climbing Activities. Without limiting the extent or reach of the release and waiver that I make herein, I recognize that those risks and hazards include, but are not limited to:

- Travel to and from the climbing areas, whether by motor vehicle or on foot;
- Overnight travel and/or accommodations, including tent camping, hotels, restaurants, pools, and travel-related activities;
- Cross county travel by foot via trails or undefined routes in steep, rocky, and precipitous terrain sometimes involving crossing of creeks, snowfields, talus, and scree slopes;
- Adverse weather and forces of nature, including lightning, rain, snow, cold, heat or sun exposure;
- Injury and disease caused by flora and fauna, including snake bite, insect bites and stings, poison ivy and oak, and contaminated water;
- All manner of injury resulting from falling or swinging from rock faces and hitting ledges, projections, vegetation or the ground;
- Injury caused by being struck by rockfall, icefall or other objects dislodged from above.
- Rope abrasion, entanglement, and other injuries resulting from rock climbing activities, including but not limited to climbing, belaying, rappelling, lowering on rope, rescue systems, and any other rope technique;
- Injuries resulting from falling climbers or dropped items including but not limited to ropes or climbing hardware;
- Failure or malfunction of ropes, slings, harnesses, climbing hardware, running and belay anchors (whether placed by TTS personnel or other persons), or other personal or group safety equipment;
- Damage, injuries or death occasioned by the carelessness or negligence of spectators or other climbers, including belayers;

- Injuries resulting from slippery, wet, dirty, and/or loose rock;
- Musculoskeletal injuries, including but not limited to stress injuries;
- Injuries, illness, or trauma resulting from exertion, inadequate fitness, or fears some persons may experience during climbing activities.
- Personal medical situations complicated or aggravated by climbing activity; and
- Injuries that occur as a result of the lack of adequate training of those persons who may seek to assist with medical or other help before or after other injuries have occurred.

By signing this Agreement I ACCEPT FULL RESPONSIBILITY FOR MY OWN WELFARE and, to the fullest extent permitted by law, I WAIVE ANY FUTURE CLAIMS FOR LIABILITY that I may otherwise be entitled to bring against TOUCH THE SKY, INC., and its directors, officers, and employees; and other climbers, volunteers or participants involved in Climbing Activities for injury, damages or death resulting from risks and hazards inherent in Climbing Activities, including but not limited to those risks and hazards specifically identified above.

RELEASE AND INDEMNIFICATION

I represent that I am voluntarily participating in Climbing Activities conducted or sponsored in whole or in part by TTS, and with full knowledge of the significant and inherent risks and hazards involved, and for myself, my heirs, dependents, assigns and personal representatives, I ASSUME SUCH RISKS AND HEREBY WAIVE AND RELEASE HARMLESS TOUCH THE SKY, INC and its its directors, officers, and employees; and other climbers, volunteers or participants involved in Climbing Activities (collectively, the "Releasees") from and against any and all causes of action, claims or demands of any nature whatsoever, including but not limited to claims of negligence to the fullest extent permitted by law, which I, my relatives, heirs, dependents, assigns, and personal representatives may now have or have in the future on account of personal injury, property damage, death, or accident of any kind, arising out of or in any way related to my participation in Climbing Activities, whether that participation is supervised or unsupervised, however the injury is caused, including but not limited to the negligence of the Releasees to the fullest extent permitted by law.

I ALSO AGREE TO INDEMNIFY AND HOLD HARMLESS TOUCH THE SKY, INC., and its directors, officers, and employees; and other climbers, volunteers or participants, from and against any and all causes of action, claims, demands,

losses, expenses (including attorney's fees), and other costs of any nature whatsoever arising out of or in any way related to my participation in Climbing Activities.

By signing this Agreement I intend to release the Releasees from any liability occasioned by my participation in Climbing Activities. I acknowledge that the fees and dues that I have paid to TTS to participate in Climbing Activities have been based upon all users and participants executing this and similar agreements releasing TTS from any and all liability to the fullest extent permitted by law.

REPRESENTATIONS

I acknowledge that it is my responsibility to develop sufficient physical conditioning and to consult with my medical advisors to ascertain whether my health and fitness are sufficient to participate in Climbing Activities.

I represent that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to be fully responsible for the costs of such injury or damage, including but not limited to evacuation and rescue costs. I hereby consent to receive emergency medical treatment that appears reasonably advisable and may be necessary as a result of my participation in Climbing Activities.

MEDIA RELEASE

TTS and other participants may photograph or videotape those participating in Climbing Activities. I agree that TTS may use photographs and recordings of my likeness and image for any reasonable purposes including, but not limited

to, marketing purposes and as evidence in any legal proceedings.

HELMETS

I have been advised and understand that TTS requires that I wear an appropriately certified (e.g., UIAA, CE, etc.) climbing helmet for all roped Climbing Activities and advises that I wear a helmet for other Climbing Activities. I agree to comply with TTS's helmet requirement, and I ACCEPT AND ASSUME ALL RISKS of injury, paralysis or death that may occur if I fail to wear a certified climbing helmet.

OTHER

If any provision of this Agreement is held to be void or unenforceable under any law, I agree that the unlawful portion shall be deemed stricken and that all remaining provisions shall continue to be valid and binding upon me. If a provision is stricken, I agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision. I further agree that this Agreement will remain in full force and effect and apply not only to my initial participation in Climbing Activities, but also my future participation in such activities, until this Agreement is revoked or modified by a subsequent written document. My future participation in Climbing Activities is evidence of my continuing acceptance of the terms and conditions of this Agreement and my willingness to be bound by it. This Agreement and any disputes arising under it shall be governed by the laws of the State of Montana without reference to principals of choice or conflicts of laws. Venue for resolution of any such dispute shall be in a court of competent jurisdiction in the State of Montana.

I understand that the terms of this Agreement, Release, and Waiver of Liability are legally binding, and I certify that I am signing this document, consisting of two (2) pages, of my own free will, having carefully read it and having an understanding of its contents. I represent that I am 18 years of age or older, or that this Agreement has been reviewed and signed by my parent or court appointed guardian.

Last Name: _____ First Name: _____ Middle Initial: _____

Street Address _____

City: _____ State: _____ Zip: _____

Cell Phone: _____ Home Phone: _____

E-mail Address: _____ I would like to receive TTS Newsletters
 No, please do not e-mail me

Emergency Contact: _____ Emergency Contact Phone: _____

Participant Signature: _____ **Today's Date:** _____, 201__

If Participant under 18 years of age please provide:

AGE: _____ **DATE OF BIRTH:** _____ / _____ / _____

I, as parent or court appointed guardian of the above Participant under 18 years of age ("Minor"), in consideration of Minor being permitted by TTS to participate in Climbing Activities, hereby agree to the terms and conditions set forth in this Agreement, Re-lease, and Waiver of Liability, and I further agree to indemnify and hold harmless TOUCH THE SKY, INC and it's its directors, officers, and employees; and other climbers, volunteers or participants from any and all claims that are brought by or on behalf of Minor, and that are in any way connected with such participation by Minor.

Parent or Court Appointed Guardian if Participant is under 18 years of age