



VERTICAL HEARTLAND CLIMBING SCHOOL

In consideration of the services of Vertical Heartland, its agents, owners, officers, employees, and all other persons or entities acting in any capacity on its behalf, I hereby agree to release and discharge Vertical Heartland on behalf of myself, my heirs, assigns, personal representatives, and estate as follows:

1. I understand and acknowledge that the activity I (or my dependant) am about to engage in bears known risks and unanticipated risks which could result in injury, death, illness, disease, emotional distress, or damage to myself, to property or to 3rd parties. The following describes some, but not all, of those risks:
 - a. Risks and dangers known and unknown in travel in mountain and vertical terrain, actual climbing and mountaineering activities;
 - b. the acts or omissions, negligent in any way, of Vertical Heartland, its agents or employees, and other persons or entities;
 - c. latent or apparent defects or conditions in equipment, or property supplied by Vertical Heartland, or other persons or entities;
 - d. use or operation, by myself or others, of equipment supplied by Vertical Heartland, or other persons or entities;
 - e. actions or inactions of other participants, employee or agents of Vertical Heartland, or other persons or entities;
 - f. weather conditions;
 - g. contact with plants or animals;
 - h. my own physical condition, or my own acts or omissions;
 - i. conditions of climbing routes, trails, roads, waterways, trees, hilly terrain, and accidents connected with their use or being near them.
 - j. first-aid, emergency treatment or other services rendered;
 - k. consumption of food or drink.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My (or my dependant's) participation in this activity is purely voluntary, no one is forcing me (or my dependant) to participate, and I (or my dependant) elect to participate in spite of these risks.
3. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify Vertical Heartland 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 (or my dependant's) participation in rock climbing, including those allegedly attributable to the negligent acts or omissions of Vertical Heartland.
4. Should Vertical Heartland, or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse Vertical Heartland for such fees and costs.
5. I certify that I have health, accident, and liability insurance to cover any bodily injury or property damage I (or my dependant) may cause or suffer while participating in this event, or else I agree to bear the costs of such injury or damage myself.
6. Any photographs taken of myself (or my dependant) or any member of my party during the course of the guiding by any person representing Vertical Heartland shall become the property of Vertical Heartland. Said photographs may be freely used by Vertical Heartland or any of its interests as advertising and may be published with no compensation to me or my dependant.
7. I certify that I am of sound mind and physical health. I have listed on the Registration Form **any and all medical conditions and their related histories, and any and all medications that I (or my dependant) take or may need**, which could affect me (or my dependant) during my time spent with Vertical Heartland and during my (or my dependant's) time traveling to and from activity with Vertical Heartland:

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN THIS ACTIVITY, I AGREE TO FORFEIT ANY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST VERTICAL HEARTLAND, ITS AGENTS, OWNERS, OFFICERS, EMPLOYEES, OR ANY OTHER PERSON OR ENTITY ACTING IN ANY CAPACITY ON ITS BEHALF EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED SUCH INJURY OR DAMAGE.

My signature below indicates that I have taken sufficient time to read this document, that I have indeed read it, and that it affects my legal rights; I agree to be bound by its terms.

Signature of participant: _____ Print Name: _____

If under 18, signature of parent or legal guardian: _____ Print Name: _____

Address: _____

Phone: _____ Date: _____