

FIFTH CLASS

Climbing School & Guide Service LLC

Recognition of Hazards, Assumption of Risk, & Release from Responsibility & Liability

DO NOT INITIAL OR SIGN THIS FORM WITHOUT READING IT CAREFULLY. IF YOU DO NOT UNDERSTAND IT OR, HAVE ANY QUESTIONS, PLEASE INQUIRE.

1. Purpose of this form:

As used in this release "FCCS" means FIFTH CLASS CLIMBING SCHOOL & GUIDE SERVICE, LLC, its directors, officers, instructors, guides, employees, medical advisors, and agents. This is an agreement to comprehensively release and hold harmless FCCS from any claims arising out of your participation in one or more of its climbing programs and/or climbs attempted by you thereafter. This form makes your assumption of risk complete and your release of FCCS from liability comprehensive, since it applies to all your activity with and related to FCCS, including instruction; practice climbing; skiing; snow shoeing; belaying; ascending, descending and traversing terrain; camping; rescues; and the learning, practice, and application of other climbing and protective system skills, as well as travel to and from particular destinations, whether on foot or otherwise.

I UNDERSTAND THE ABOVE DESCRIPTION AND THAT THIS FORM IS A COMPREHENSIVE RELEASE OF ALL CLAIMS I MIGHT HAVE AGAINST FCCS.

2. Recognition of Hazards:

All climbing involves hazard and the risk of injury and/or death. The climbing you will do with FCCS is no exception. Your climbing will involve objective hazards that may include the movement or fall of rock, snow, ice, and water, none of which can necessarily be controlled or accurately predicted. There is always the possibility of rapid weather deterioration with rain and snow and sub-freezing temperatures. There are additional risks involved in your climbing because of the potential of falling and being injured. Especially in rugged terrain or in any terrain with crampons on and/or an ice axe in hand, even a slip or short fall can cause a serious injury. There is additional potential hazard due to failure of equipment, failure of belays, failure of anchors, and failure of other climbers to take needed actions or perform certain skills.

Because this is a physically intense sport, it includes the possibility of exercise-induced or sport-induced injuries, including but not limited to fracture, sprain, dislocation, muscle pull, altitude sickness, snow blindness, general or specific strain. You may experience negative psychological and/or physical effects from the stresses inherent in multi-day group travel and climbing. In the case of injury or illness in the mountains, there may be a need for evacuation or medical treatment when none is available on a timely basis. Because evacuation and/or medical treatment may not be available, there may be a need for your guide or instructor to give you such treatment as the cleaning and closure of wounds; the splinting of strains, sprains, or breaks; the dispensing of prescription medicines; and other medical practices or first aid without the direction or supervision of a physician.

I UNDERSTAND AND RECOGNIZE THESE HAZARDS, AND I ACCEPT THEM AS A PART OF THE TRAVEL AND CLIMBING THAT I AM UNDERTAKING WITH FCCS.

3. Authorization and Release (this includes a complete release from responsibility and liability)

I understand and recognize that there is a significant element of danger and risk in climbing, and I accept and assume those risks. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have. In the event that injury or illness

renders me unconscious or if I am otherwise unable to make judgments or decisions on my own about whether to accept first aid treatment, I hereby authorize my instructor, guide, and other FCCS personnel to administer first aid to me without the supervision of a physician and according to their own judgment, and including but not limited to any or all of the following: the dispensing and administration of prescription drugs; the cleaning, closure, and bandaging of wounds; the splinting and bandaging of strains, sprains, and breaks; the administration of cardio/pulmonary resuscitation; the administration of artificial respiration; the application of tourniquets; and moving me to another place in hopes of improving my safety and/or that of the person(s) helping me, notwithstanding my injured condition.

In consideration of the services I am to receive from FCCS, I assume the risks indicated above and release FCCS from any, and all claims, damages, liability, expense, or cost of any kind that may arise out of the services and/or other arrangements provided for me. I hereby voluntarily release, hold harmless, and agree to fully indemnify and defend FCCS from any claims or demands arising from my actions or omissions in connection with the activities described here and/or with the other arrangements provided for me, whether negligently or otherwise. In defending against any such claims, I will employ competent lawyers of my choosing on behalf of FCCS, subject to FCCS's consent (which will not be unreasonably withheld), and I will keep FCCS apprised of all significant developments regarding such claim. The terms hereof serve also as a release of liability and an assumption of risk by my heirs, executors, administrators, assigns, and members of my family. I understand that FCCS acts not as agent but only as coordinator between myself and the companies providing transportation, accommodations, and other services used in conjunction with my program, and that all these services are subject to terms and conditions set by those companies. In accepting such services, I agree that FCCS shall not be held responsible or liable for any claims, damages, liability, expense, or cost of any kind that may arise out of those services.

If FCCS incurs attorney's fees or costs to enforce this agreement (whether suit is brought), I agree that FCCS shall be entitled to recover from me all such fees and costs. I agree that in the event any part or portion of this agreement is found to be void or unenforceable, then such part or portion will be stricken but the rest of the agreement will be given full force and effect.

4. Photographic Release

I agree to give FCCS permission to use pictures taken during this program for marketing and advertising purposes both electronically and in print.

MEDICAL INFO:

Do you have any pertinent medical information/conditions that may affect you while on this trip?

Yes No (if yes, please explain).

Are you taking any medications? Yes No (if yes, please explain).

Do you have any allergies? Yes No (if yes, please explain).

Have you had any symptoms of Covid 19 or had exposure to anyone with Covid 19 in the last 5 days? Yes No
 (if yes, please explain).

I HAVE READ AND UNDERSTOOD ALL OF THE FOREGOING BEFORE SIGNING. I HAVE RECEIVED NO OTHER
 PROMISE, AGREEMENT, OR EXPLANATION REGARDING THE POTENTIAL LIABILITY OF FCCS.

 Printed Name Signature Date

 Emergency Contact & Phone Number

PARENTS OR GUARDIAN’S ADDITIONAL INDEMNIFICATION

(Must be completed by participants under the age of 18)

In consideration of _____ (print minor’s name) (“Minor”) being permitted by FCCS to participate in its activities and to use its equipment and facilities, I agree to indemnify and hold harmless FCCS from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

 Parent or Guardian Signature Date