



PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Atlantic Climbing School, Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "ACS"), I hereby agree to release, indemnify, and discharge ACS, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows.

1. I acknowledge that rock climbing entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: the hazards of walking on uneven terrain and slips and falls; being struck by rock fall or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning and rapid weather changes; the risks of falling off the rock; the risks of exposure to insect bites; the risk of cold including hypothermia; my own physical condition, and the physical exertion associated with this activity.

Furthermore, ACS employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ACS from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of ACS's equipment or facilities, **including any such claims which allege negligent acts or omissions of ACS.**

4. Should ACS or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. 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 I may have.

6. In the event that I file a lawsuit against ACS, I agree to do so solely in the state of Maine, and I further agree that the substantive law of Maine shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ACS on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____ Print Name _____ Age _____

Address _____

Phone _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of (print minor's name) _____ ("Minor") being permitted by ACS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ACS 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 _____ Print Name _____ Date _____

MEDICAL INFORMATION

Do you have any pre-existing medical conditions that your guide should be aware of?

List known allergies:

List required medications:

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 I may have.

I hereby certify that the above information is complete and accurate.

NAME (print)

AGE

SIGNATURE

DATE

IF UNDER 18 - SIGNATURE OF PARENT OR GUARDIAN

ATLANTIC CLIMBING SCHOOL GUARANTEE

If you are not completely satisfied with the quality of instruction and service during your course with ACS, we will address the cause of your dissatisfaction and reschedule a new, personally customized course at no extra charge.

We *cannot guarantee*, however, that the weather will be perfect, that you will always be comfortable, never sweat or get tired, or be perfectly compatible with other members of a group course. Despite our perfect safety record, we also *cannot guarantee* your safety, as there are inherent risks and dangers in rock climbing beyond our control such as weather, falling rocks, etc.

TIPPING YOUR GUIDE IS NEVER EXPECTED, BUT ALWAYS APPRECIATED