



TEXAS MOUNTAINEERS

RELEASE & INDEMNITY AGREEMENT

Read Carefully

Participant: _____ Date of Birth: _____
Address: _____ City _____ State _____ Zip _____

Climbing is inherently Dangerous. My safety is my responsibility.

I acknowledge that rock climbing, ice climbing, mountaineering, rappelling, and travel in and around associated areas, whether on natural or artificial surfaces, entail known and unanticipated risks which could result in injury, death or damage to the persons or property of myself and others. These risks include, but are not limited to, falling off trails or the rock or ice; loose rock or ice and other natural conditions, including insects, animals and weather; equipment failure; falling to the ground or on others; being fallen on by other users; abrasions from the rock or ice, equipment or ground; the negligence of other participants or persons present; and climbing out of control or beyond one's personal limits.

In consideration of participating in the activities provided by the Texas Mountaineers, I hereby agree as follows:

Assumption of Risks. I fully understand these risks and I voluntarily choose to participate in these activities and assume all risks with respect thereto, known or unknown, as to my person and property and those of others. Further, I understand that these activities may be physically strenuous, and I represent and warrant that there is no medical or physical reason or condition why I should not participate and, further, assume all risks of any medical or physical condition I may have.

Release of Liability. For myself, my heirs and assigns, I do hereby release, waive, covenant not to sue, and agree to indemnify and hold harmless for any and all purposes the Texas Mountaineers and its members, directors, officers, agents, employees, and volunteers (collectively, the Releasees) from any and all liabilities, claims, demands, injuries (including death), damages, or causes of action, including court costs and attorneys' fees and expenses, which may occur to me, other participants, and third-parties as a result of or in any way related to my participation in the activities provided by the Texas Mountaineers, including any which may arise or result from the sole, joint or concurrent negligence, negligence per se, statutory fault, or strict liability of the Releasees.

Climbing Equipment. I fully understand that there are no warranties or representations, expressed or implied, as to the fitness or condition of any equipment from the Texas Mountaineers or any of its members which I may use and, in accordance with the foregoing, I agree to repair or replace any such equipment which I may damage, destroy or lose.

I expressly agree that this Release is intended to be as broad and inclusive as permitted by the law, and that if any portion of it is held invalid, the balance shall continue in full legal force and effect. I also agree that this Release shall be governed by and interpreted under the laws of the State of Texas and, further, that the only proper venue for any claim or suit hereunder shall be in Dallas County, Texas.

I have read this Release and understand that I have given up certain legal rights by signing it and have signed it freely and without inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature: _____

Date: _____