

# North Bend Climbing Guides

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## Participant Release of Liability and Assumption of Risk Agreement

### Please Read Before Signing

Organization Name: North Bend Climbing Guides LLC

Participant's Name: \_\_\_\_\_ Please Print Only

**Notice: This document is a legally binding agreement. By signing this agreement, you're acknowledging that you've read, understood and accepted the terms and conditions stated in this agreement. You further acknowledge and agree that you are waiving your rights to bring a court action to recover compensation or obtain any other remedy for an injury to yourself or to your property. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.**

In consideration for the services provided by North Bend Climbing Guides, I the undersigned acknowledge, understand, appreciate and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis or death. I acknowledge that the risks of participation with this activity include, but are not limited to:
  - Injuries or death resulting from falling or colliding with rock walls, rocks, trees, the ground or other obstacles while climbing or rappelling.
  - Injuries or death resulting from rope entanglement, rescue or emergency activities that may result from activities or other persons, including, but not limited to; climbing, belaying, rappelling, ascending, as well as injuries, including, but not limited to; contusions, abrasions, protrusions, burns, cuts resulting from contact with rock walls, rocks, trees or equipment.
  - Injuries or death resulting from falling climbers or falling or dropped items, including, but not limited to, rocks, ropes, climbing hardware, trees or other debris.
  - Injuries or death resulting from any equipment failures, including, but not limited to, failures of ropes, slings, climbing harnesses, bolts, bolt hangers, fixed anchor points or any other climbing equipment;
  - Injuries or death resulting from improperly placed or faulty climbing protection, improperly tied knots, improperly buckled harnesses, failure to wear a climbing helmet or improper rope belay, rope ascending or rope descending techniques.
  - Injuries or death resulting from plants, insects, or animals, including, but not limited to, poisonous plants, snakes, or insects.
  - Injuries or death resulting from my own negligence or the negligence of other climbers, participants, spectators or users of North Bend State Park, including, but not limited to, belayers, spotters, professional guides, bicyclists, and hikers.
  - Injuries or death resulting from personal physical and mental limits, including, but not

limited to, fatigue, chill/overheating and/or dizziness, personal strength, coordination, sense of balance, which may diminish reaction time and increase risks of accident and ability to follow or give directions while climbing, belaying, lifting, spotting or being a spectator.

2. **I knowingly and freely assume all risks, both known and unknown, even if arising from the negligence of the North Bend Climbing Guides or others and assume full responsibility for my participation.**
3. I willingly agree to comply with the terms and conditions for participation. If I observe any unusually significant hazard during my participation and in my presence, I will safely remove myself from participation.
4. I, for myself and on behalf of my heirs, personal representatives and next of kin hereby knowingly, intentionally, and voluntarily, release, waive, discharge, hold harmless and agree not to sue North Bend Climbing Guides, agents, employees, other participants, and if applicable, owners and lessors of premises used to conduct the event from any and all claims, demands, losses and liability (including attorney fees and costs) arising out of or related to any injury, disability or loss of life that occurs, or loss or damage to person or property, whether arising from the negligence of the North Bend Climbing Guides or otherwise as allowed by law.
5. I further acknowledge on behalf of myself and on behalf of any minor children for which I am responsible that wearing a UIAA approved helmet may help prevent head injuries. I acknowledge that by not wearing a safety helmet, I/we refuse this safety precaution
6. I further certify, acknowledge and agree on behalf of myself and/or any minor children for which I am responsible that: I am (we are) physically and mentally capable of participating in the activity
7. I further certify that my participation in services provided by North Bend Climbing Guides is voluntary.

I have read this Release of Liability and Assumption of Risk Agreement. I fully understand its terms. I understand that I have given up substantial rights by signing this agreement and sign it freely and voluntarily without any inducement or coercion.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Age

### For Parents or Guardians of Participant of Minor Age Under Age 18 at Time of Registration

This is to certify that I, as parent or guardian with legal responsibility for this participant, do consent and agree to this release as provided above, and for myself, my heirs and next of kin, I release and agree to indemnify and hold harmless North Bend Climbing Guides from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, even if arising from the negligence of North Bend Climbing Guides, as permitted by law.

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency Telephone #