



## Release and Waiver of Liability Form

### IMPORTANT: THIS IS A LEGAL DOCUMENT

This Release and Waiver of Liability (the “release”) executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ releases Cascade Mountain Adventures (hereinafter “CMA”), a Limited Liability Company, and each of its creators, members, volunteers, attendees and agents.

**Initials** \_\_\_\_\_ I \_\_\_\_\_, (hereinafter referred to as “PARTICIPANT”), understand that hiking, climbing, camping and being outdoors are hazardous activities and have inherent risks, specifically risk of loss, damage, injury, and/or death. I am fully aware that any such activities I undertake before, during, or after a CMA event are by my own choice. I further agree that I am fully responsible for any such activities and any loss or injury arising from these activities.

**Initials** \_\_\_\_\_ I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised not to participate by a qualified medical professional. I certify that there are no health-related reasons or issues which preclude my participation in this activity.

**Initials** \_\_\_\_\_ I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. I understand that this activity may involve intrinsic hazards, not all of which can be listed here. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, presence of or interaction with wildlife, equipment, vehicular traffic, lack of hydration or adequate food, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for CMA representatives.

**Initials** \_\_\_\_\_ I am aware of the risks, dangers, and hazards associated with wilderness activities and I freely accept and fully assume all such risks, dangers and hazards, including the possibility of personal injury, death, property damage and any other loss resulting therefrom.

**Initials** \_\_\_\_\_ In consideration of participating in a CMA event of any type (“activity”), I assume all risks which may be associated with and/or result from my involvement in such activity and hereby voluntarily indemnify and hold harmless CMA and all of their attendees, members, volunteers/agents, and family members from any and all liability, claims, demands, actions and causes of actions whatsoever arising out of or related to any loss, damage, or injury (including death) that I may suffer while participating in a CMA event.



**Initials** \_\_\_\_\_ I am aware that I am participating in an organized CMA event. I agree to adhere to the decisions made by the representatives / agents of CMA at all times. I understand that these decisions may be based on many factors including the overall safety of the group. I understand that I am releasing CMA from all responsibility if I choose to disregard these decisions and/or voluntarily leave an event at any time for any reason.

**Initials** \_\_\_\_\_ I authorize CMA attendees, members, volunteers/agents to call for medical care, or transport me to a medical care facility or hospital, if in the opinion of such personnel, medical attention is needed for me. I agree that CMA shall not have any responsibility or obligation to arrange for my medical transport or medical care. Further, I agree to pay all costs associated with such medical care and related transportation, and shall indemnify and hold harmless CMA and its respective attendees, members, volunteers/agents, etc. from any and all costs incurred of such medical care or transport.

**Initials** \_\_\_\_\_ I understand that during the Activity I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to CMA and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, without restrictions, and for any purpose.

**Initials** \_\_\_\_\_ This release shall be binding on the participant, heirs, next of kin, executors, and administrators and may be pled by CMA as a complete bar and defense to any claim, demand, action, or cause of action brought on my behalf. This release shall be effective even though said loss, damage or injury results, or has resulted, from the negligence, wrongful acts, omissions, breach of warranty, or strict tort liability of CMA.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. In the event any section of this release is found to be unenforceable at law, the remaining terms shall be enforceable. This release shall be binding to the fullest extent permitted by law.

**By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.**

\_\_\_\_\_  
Name of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant