

Southern Utah Climbers Coalition

Participant Agreement, Release, and Acknowledgment of Risk

In consideration of the services and facilities of the Southern Utah Climbers Coalition, their agents, directors, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SUCC") I hereby agree to release, indemnify, and discharge SUCC, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and state as follows:

1. I acknowledge that rock climbing entails known and unanticipated risks which 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 rockfall 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 reptile and insect bites; my own physical condition and the physical exertion associated with this activity.
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 SUCC 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 SUCCs equipment or facilities, **including any such Claims which allege negligent acts or omissions** of SUCC.
4. Should SUCC 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 have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of- all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against SUCC, I agree to do so solely in the state of Utah, and I further agree that the substantive law of that state 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 the full force and effect.
7. I have possession of the following technical rock climbing equipment
Dynamic Climbing rope of 135' (40 meters) minimum length
Certified climbing harness for myself and my belayer
A minimum of 10 quickdraws
A Belay Device

Initial _____

By signing this document, I acknowledge that if anyone is hurt or property is damaged during by participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SUCC 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 _____ Date: _____

Print Name: _____ Age: _____

Address: _____ City _____ State ____ Zip: _____

Phone: _____

Parent or Guardian signature if the member is under 18 years of age
