

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

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

1. I acknowledge that the activities involved in the use of any of FNC's services or facilities, at this location and all other locations, both climbing and non-climbing related, entail significant risks, both known and unknown, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to their parties. Such risk include, among others, equipment failure, falling climbers, and negligence of belayers and other participants. 2. I expressly agree and promise to accept and assume all of the risks existing in these activities, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of FNC. My participation in this activity is purely voluntary, and I elect to participate in spite of risks, known and unknown. 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FNC 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 FNC's equipment or facilities, including any such claims which allege negligent acts or omissions of FNC. 4. Should FNC 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 suffer or cause 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. I agree that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the laws of the State of California, without regard to conflict of law rules. 7. I agree to abide fully and completely by the rules of the facility .By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I will be found by a court of law to have waived my right to maintain a lawsuit or any other action against FNC on the basis of any claim from which I have released them, herein.

INITIAL AND

DATE: _____

I HAVE 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: _____ Phone: _____

Address: _____ City: _____

State: _____ Zip: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18) As parent or guardian, I give my permission to _____ (print minor's name) ("Minor") being permitted by FNC to participate in activities and to use equipment and facilities of FNC. I further agree to indemnify and hold harmless FNC from any and all Claims which are brought by, or on behalf of Minor, and which in any way connected with such use of participation of Minor.

Parent or Guardian Signature _____ Print Name: _____ Date: _____