



Release of Liability and Assumption of Risk

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

1. I acknowledge that climbing is a highly dangerous activity, and that the activities involved in the use of any of FCC'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, death, or damage to myself, to property, or to third parties. Such risks include, among others, equipment failure, falling climbers, and negligence of participants.

Adult Initials _____

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 FCC. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

Adult Initials _____

3. I am familiar with the safety features of the climbing facilities and equipment that I will use (whether or not such equipment is provided by FCC), and acknowledge that these safety features and precautions may not be all that is necessary to minimize the risks of injury or provide maximum protection from bodily harm or death.

Adult Initials _____

4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FCC 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 FCC's equipment or facilities, including any such claims which allege negligent acts or omissions of FCC.

Adult Initials _____

5. I agree not to sue or initiate any legal action (whether in court or in arbitration) against FCC or any present or future officers, directors, shareholders, agents, employees and representatives of FCC, in connection with any claim which could have been or could be raised against any of them in any way connected with, arising out of, or relating to activities at FCC, or provided thereby, resulting in personal injury, damage or death to the maximum extent permitted by law.

Adult Initials _____

6. 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.

Adult Initials _____

7. I agree that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of Montana, without regard to its conflict of law rules. The venue for any action involving FCC will be in Montana.

Adult Initials _____

8. I agree to abide by the rules of the facility.

Adult Initials _____

Adult Initials _____

9. I understand that my use of the FCC may be photographed and in consideration for permission to use the Facilities, I hereby give permission to FCC to use my likeness for any purpose whatsoever.

Adult Initials _____

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against FCC on the basis of any claim from which I have released them from herein

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT; I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS ABOUT THIS DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND AGREE TO BE BOUND BY ITS TERMS.

Last Name: _____ First Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Date of Birth: _____ Phone: _____

Email address: _____

Your email address will not be shared.

Signature of Adult participant: _____ Date: _____

Emergency Contact Name: _____ Emergency Contact Phone: _____

PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by FCC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless FCC from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such participation by Minor.

Parent or Guardian name: _____

Signature: _____ Date: _____