



ASSUMPTION OF RISK, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

I affirm and acknowledge that I am fully aware of the inherent hazards and risks associated with participating as a **Steep Rock Association, Inc. ("SRA")** volunteer or participant in any SRA program. **Inherent hazards and risks include but are not limited to:**

1. Risk of injury from the activity and any equipment utilized.
2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment and/or protective gear.
3. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, ramps, walkways, rails, stairs, other persons, and other natural or man-made hazards.
4. My own negligence and/or the negligence of others.
5. Exposure to the elements and temperature extremes.
6. Dangers associated with exposure to natural elements include but are not limited to rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
7. Accidents or illness occurring in remote places where there are no available medical facilities.

I understand the description of these risks is not intended to be complete and that unknown or unanticipated risks may exist.

Assumption of Risk, Waiver of Claims and Indemnity

In consideration for being permitted to participate as a SRA volunteer or participating in any SRA program, I

1. **RELEASE WITH RESPECT TO ANY AND ALL CLAIMS FOR INJURY, DISABILITY, DEATH, or loss or damage to property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, SRA and its officers, directors, trustees, employees, representatives, agents, and volunteers (collectively, with SRA, the "Releasees") from liability for any claims or causes of action that I, my estate, heirs, survivors, executors, or assign may have for personal injury, property damage, or wrongful death arising from acting as a volunteer or participating in any SRA program; and**
2. **AGREE TO INDEMNIFY** and hold SRA and the Releasees harmless from and against any claim, damage, loss, cost, expense or other liability (including, without limitation, their attorneys' fees and costs of defense) in the event a claim is made against SRA or any other Releasees as a result of my participation in these activities.

By entering into this Agreement, I am not relying on any oral or written representations or statements made by SRA or any other Releasees, except as expressly set forth in this Agreement.

This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall remain in full force and effect.