

Camper(s) Name: _____
Session: _____

Waukeela Camp for Girls
Rock Climbing Program Agreement

You have requested that your child be permitted to participate in the Rock Climbing Program offered by Waukeela Camp for Girls, Inc. ("Waukeela"). We have selected the International Mountain Climbing School, Inc. ("IMCS") of North Conway, N.H. to provide the equipment, personnel, training, instruction, and leadership of this program. Before your child will be permitted to participate, you must read and sign the Participant Agreement, Release and Acknowledgment of Risks form provided by IMCS, (attached hereto) and this Agreement with Waukeela.

1. **Inherent Risks.** Rock climbing is an inherently dangerous sport. It involves scaling the face of rocks which may be hundreds of feet high, supported only by a rope and harness. We cannot control many of the risks involved in rock climbing. It is possible that the rope may break, that a harness may fail, that ropes may be tied or secured improperly, or that the object to which the rope is fastened may become dislodged. Other factors such as weather conditions, wind, the skill and strength of your child and the others working with her may add to these risks. Students who undertake activities which are not authorized by staff members may cause injury to themselves or others. If any of these possibilities occur, your child may suffer bruises, broken bones, sprains, muscle strains, lacerations, injuries to internal or other vital organs, facial injuries, or, in the worst cases, may be killed or paralyzed. In addition, rock climbing takes place in the wilderness where medical attention may be delayed or your child may need to be carried out or otherwise extricated from the situation, causing further injury. In such a situation, a staff member may be required to weigh the risk of moving your child against the need for medical attention, the risk of weather exposure and other environmental risks, and the safety of the other children present. A staff member may be required to make strategic decisions about your child's care in an inhospitable environment without the benefit of full information about the extent or nature of the injuries. While all of our staff members receive training in Basic First Aid and CPR, they are not medical professionals. The conditions and situations in which an injury may occur while rock climbing may increase the risk and extent of injuries to your child.

We are pleased to say that in the past ten years, the only injuries related to the rock climbing program have been miscellaneous bumps, bruises, and sprains. No child has ever been killed or paralyzed while participating in the rock climbing program at Waukeela; however, you should be aware that serious injuries are possible.

2. **Acknowledgment and Acceptance of Risks; Release.** If you would like your child to participate in the rock climbing program, you must acknowledge that you have been advised of the risks involved in rock climbing and you must agree to accept these risks. By signing below, you do so and agree to remise, release and forever discharge Waukeela, its employees, agents, officers, directors, and shareholders for your child, yourself, and your child's heirs, executors and administrators, of and from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims and demands, in law or at equity, that any of you now have or hereafter may have by reason of any injury to or death of your child due to the inherent risks of rock climbing and/or due to any decision of any staff member as to how to respond to any injury to your child while participating in the rock climbing program.

3. **Consent to Emergency Medical Care.** In the case of any injury or apparent injury to your child while participating in the rock climbing program, you hereby authorize Waukeela and any of its agents, employees, officers, directors and/or shareholders, to seek medical care and attention for your child, including but not limited to arranging for an ambulance to take your child to any medical care facility, transporting your child to any medical care facility and consenting to treatment, medication and/or surgery for your child provided that Waukeela shall contact or attempt to contact you as soon as practicable. In the event that your child is injured while away from Waukeela, you authorize the staff members in charge to take whatever actions they deem reasonably necessary under the circumstances to best protect the health

and safety of your child, even if doing so may result in further injury or increased risk to your child. You acknowledge that you shall be solely responsible for the payment of any medical costs and expenses incurred on behalf of your child and hereby indemnify and agree to hold harmless Waukeela for any costs incurred by it on behalf of your child.

4. **New Hampshire Law**. You agree that New Hampshire law shall govern the interpretation and enforcement of this Agreement, without regard to conflicts of laws principles.

The undersigned, being the parent (custodial parent) or guardian of _____, hereby states under the pains and penalties of perjury that s/he has read this Agreement and understands the consequences of executing this Agreement. S/he executes this Agreement as an instrument under seal, as of the _____ day of _____ (month) in the year of _____.

Parent (custodial parent) or Guardian:

Print Name

Signature



Supporting Member of the
American Mountain Guides Association

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

(Please print)

Name _____ Date _____

If under 18, Name of Guardian _____

Street _____

City _____ State _____ Zip _____

Telephone Number _____ E-mail _____

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

1. I acknowledge that rock climbing, ice climbing and alpine mountaineering 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, icefall, or other objects dislodged or thrown from above; the risk of injuries caused by other climbers; the use of climbing ropes and equipment; the forces of nature, including lightning, weather changes, and avalanche; the risks of falling off the rock, mountain, or into a crevasse; the risks of exposure to insect bites; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; my own physical condition, and the physical exertion associated with this activity.

Furthermore, IMCS employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risk 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 IMCS from any and all claims, demands, or causes of actions, which are in any way connected with my participation in this activity or my use of IMCS's equipment or facilities, **including any such claims which allege negligent acts of omissions of IMCS.**
4. Should IMCS 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 am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against IMCS, I agree to do so solely in the state of New Hampshire, and I further agree that the substantive law of New Hampshire 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 document shall remain in full force and effect.

