



ROCK CLIMBING USE AGREEMENT AND EXPRESS ASSUMPTION OF RISK

WARNING: ROCK CLIMBING IS AN INHERENTLY DANGEROUS ACTIVITY THAT INVOLVES RISKS, DANGERS AND HAZARDS, INCLUDING SERIOUS INJURY AND EVEN DEATH.

PLEASE NOTE: ALL CLIMBERS ARE REQUIRED TO WEAR A HELMET.

PLEASE READ CAREFULLY:

I understand and am aware that Rock Climbing is a **DANGEROUS, HAZARDOUS ACTIVITY AND THAT INJURIES FROM PARTICIPATING IN THIS SPORT CAN BE SERIOUS AND EVEN FATAL. I understand the risks associated with Rock Climbing and I EXPRESSLY AGREE TO ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH while Rock Climbing.** I have made no misrepresentations to **ALPINE ENDEAVORS, LLC**, and/or to **SMILEY BROTHERS, INC. d/b/a MOHONK MOUNTAIN HOUSE** and its owners, agents, and employees (hereinafter collectively "Alpine Endeavors" and "Mohonk") about my name, health, or other information.

I WILLINGLY AND FREELY accept and understand that Rock Climbing is a DANGEROUS and HAZARDOUS activity with inherent risks. I agree that the phrase "inherent risks" means those risks listed in this agreement, or those that can be reasonably inferred therefrom. I also agree that these inherent risks are both obvious and necessary to Rock Climbing. These risks include, but are not limited to: **FALLING**, variations in rock conditions, steepness and terrain; trail and ledge side drop-offs; leaves, branches, sticks, litter and debris on the ledges and trails; ice and icy conditions; loose rocks; gravel; roots; ruts; trees and other forms of forest growth or debris (above or below the surface); other forms of natural or man-made obstacles; other climbers and equipment; other climbers' negligence; road, rock and trail conditions that vary constantly because of weather changes and/or use; collisions with other climbers, cyclists or vehicles; collisions with stone, concrete, wood, metal and other surfaces and equipment on the premises; obstacles; other individuals using the area; trips, slips, falls and spills onto the roadway, trail or other surface; poles, guy wires and utility lines; trail fences and control nets, and the absence of such fences and nets, and other forms of natural or man-made obstacles whether visible or hidden, in and/or off designated roads and trails. I understand and agree that even wearing a helmet may not protect me from serious injury or death.

All the inherent risks that exist in Rock Climbing present a risk of serious and/or fatal injury. **I HEREBY ACKNOWLEDGE ACCEPT AND FREELY AND EXPRESSLY ASSUME ALL RISKS OF INJURY TO ANY OR ALL PARTS OF MY BODY, INCLUDING DEATH, THAT EXIST IN ROCK CLIMBING WHILE USING THE PREMISES OR FACILITIES OF MOHONK MOUNTAIN HOUSE.**

In consideration of using Alpine Endeavors and Mohonk Mountain House's facilities, premises, and/or equipment, and my agreement that Alpine Endeavors and Mohonk has explained the risks of participating in Rock Climbing, and my representation to Alpine Endeavors, and Mohonk that I know and understand the risks involved in participating in Rock Climbing, and will participate in the Rock Climbing at my own risk, **I AGREE NOT TO SUE ALPINE ENDEAVORS, and/or MOHONK** or their employees or agents if I am hurt while Rock Climbing or using any of Alpine Endeavors and/or Mohonk's equipment (if provided). **I ACCEPT FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES OR INJURY TO MYSELF OR INJURY OR DAMAGE THAT I CAUSE TO OTHERS. I AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY ALPINE ENDEAVORS and MOHONK** and its owners, agents, and employees from all liability, **including claims of NEGLIGENCE or other breach of duty**, for property damage, injury or death to myself or to any other persons, including family members, that:

- occur as a result of, or related to, my use of Alpine Endeavors and/or Mohonk's facilities, premises and/or equipment provided.
- is related to instruction or guidance I may receive about Rock Climbing or the or the equipment that I am using; and/or
- occur while I am engaged in the **DANGEROUS and HAZARDOUS** activity of Rock Climbing.

I agree and acknowledge that I have carefully inspected all equipment before using it, and that I found all such equipment to be in good working order. I understand **ALPINE ENDEAVORS** and **MOHONK** retain the right to use for publicity and advertising purposes, photographs taken of me while participating in their activities/services without any expectation of compensation for the use thereof.

This agreement is governed by the laws of New York State. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I further agree that any dispute arising out of this contract and/or from any use by me with Alpine Endeavors, or of any of the premises or facilities at the Mohonk Mountain House shall be litigated exclusively in the Courts of the State of New York, Ulster County, which shall have the exclusive jurisdiction over every party in connection with any such dispute, controversy, cause of action, lawsuit or claim.

I hereby accept the terms and conditions of this contract. This document consists of the final and entire agreement between the user and **ALPINE ENDEAVORS and MOHONK. ALPINE ENDEAVORS and MOHONK** provide **NO WARRANTIES**, express or implied, nor as to fitness for any particular purpose, of any of the rock faces, ledges, paths, trails and roadways and I agree that all such rock faces, ledges, paths, trails and/or roadways are provided for use "**AS IS.**"

I, the undersigned, acknowledge that I have carefully read and completed this **AGREEMENT and EXPRESS ASSUMPTION OF RISK** contract and I fully understand its contents. I am signing this Agreement as my own free act and have not been influenced in making this settlement by any representation by **ALPINE ENDEAVORS, MOHONK**, or anyone else.

GUEST NAME (Please Print): _____

GUEST SIGNATURE: _____ DATE: _____

STAFF SIGNATURE: _____ DATE: _____

Background Information: Please denote any existing medical conditions which may impact your ability to safely climb.

I verify that I am the parent or guardian of the minor. I have authority to enter into this agreement on behalf of the minor. I agree to be bound by its terms for myself and the minor. I accept full responsibility for all medical expenses incurred as a result of the minor's use of a rock climbing or other equipment and/or the rock faces, ledges, roads, trails or other facilities, and I agree to defend, indemnify and hold **ALPINE ENDEAVORS and MOHONK** harmless from any claim brought by, or on behalf of the minor.

PARENT'S SIGNATURE: _____ DATE: _____

(If user is a minor)