

WASHINGTON ALPINE CLUB MEMBERSHIP WAIVER

PLEASE INITIAL EACH SECTION AND SIGN BELOW.
RETURN THIS FORM WITH YOUR MEMBERSHIP APPLICATION AND DUES.

YOUR APPLICATION WILL NOT BE CONSIDERED COMPLETE
WITHOUT THE SIGNED WAIVER.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT WASHINGTON ALPINE CLUB AND ITS INSTRUCTORS, MEMBERS AND GUESTS SEATTLE, WASHINGTON

I UNDERSTAND SIGNING THIS DOCUMENT WILL PREVENT ME, MY HEIRS, EXECUTORS, DEPENDENTS, BENEFICIARIES AND ASSIGNS FROM SUING THE WASHINGTON ALPINE CLUB ("THE CLUB"), ITS OFFICERS, DIRECTORS, TRIP PLANNERS, MEMBERS, EMPLOYEES, AGENTS OR GUESTS FOR ANY INJURIES, INCLUDING DEATH, OR DAMAGES I MIGHT RECEIVE WHILE PARTICIPATING IN A CLUB-SPONSORED TRIP, SEMINAR, USE OF PROPERTY OR OTHER ACTIVITY.

_____ (Initial here when read and understood)

"YOU" AND "I," AS USED HEREIN, INCLUDES THE PARTICIPANT AS WELL AS HIS OR HER HEIRS, EXECUTORS, DEPENDENTS, BENEFICIARIES AND ASSIGNS, INCLUDING BUT NOT LIMITED TO SPOUSES AND DOMESTIC PARTNERS.

INTRODUCTION

What you are about to read and are requested to sign is a release of liability. Upon signing it, you will give up your right to sue the Washington Alpine Club or anyone associated with the Club for injuries or losses you suffer on a Club activity or while using Club facilities. In short, you cannot recover any money from the Club if you are hurt while participating in Club activities, including outings.

This release is essential because the Club is a non-profit corporation formed for promotion of outdoor activities and for educational purposes. The Officers and Directors, instructors and trip planners are volunteers. Members and guests must understand the dues paid cover only the administrative costs of the Club and are not used to pay the instructors or trip planners. The instructors and trip planners are not and do not hold themselves out to be professionals and they are not expected to be and should not be held to the same standard of care. You are voluntarily participating in this organization and its activities. **You are not paying for professional instruction and guiding.** You should not rely upon the trip planners and instructors to the degree upon which you might rely upon paid professionals. **If you do not sign this agreement, the Club cannot allow you to participate or join.**

Please take your time and read the Release Agreement very carefully. When you are certain you understand the importance of each paragraph, sign your initials in the space provided. Sign the document only after you have read and understand everything. If you have any questions about the agreement, contact Club officers or consult your attorney. Thank you for your attention to this matter.

1. Backcountry activities are dangerous and I assume all risks, whether known or unknown, of injury, including death, illness or damage.

I understand there is a significant risk of serious physical injury and other danger associated with Club-sponsored trips, athletic endeavors, activities, and instruction relating to these activities. These can include, but are not limited to, personal injury including paralysis, death, illness, property damage, and other losses. Injury or death can arise from natural causes such as weather, rock fall, avalanches, lightning strikes, or hidden obstacles such as crevasses and buried trees. Injury or death can arise from errors in judgment, from lack of training or information, as well as the risks normally associated with athletic endeavors. There is no way to eliminate the risk of serious harm or death. The risk of injury or death is more significant because these events may occur in remote places without access to medical care or facilities. **I CERTIFY I UNDERSTAND BACKCOUNTRY TRAVEL, INCLUDING BUT NOT LIMITED TO SKIING, HIKING, MOUNTAIN, ROCK AND ICE CLIMBING AND TRAINING FOR SUCH ATHLETIC ENDEAVORS EXPOSES ME TO A HIGH RISK OF INJURY OR ACCIDENT. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS, WHETHER KNOWN OR UNKNOWN, OF**

INJURY, ILLNESS, DEATH OR DAMAGE OF WHATEVER KIND ARISING OUT OF MY PARTICIPATING IN ANY CLUB-SPONSORED ACTIVITY.

_____ (Initial here when read and understood)

2. Release of liability is given in consideration for my participation.

I recognize the Club could not offer this activity without obtaining a release of liability. In consideration of, and part payment for the opportunity to participate in this activity, **I RELEASE THE CLUB AND ANYONE ASSOCIATED WITH THE CLUB, INCLUDING WITHOUT LIMITATION ITS OFFICERS, DIRECTORS, STAFF, INSTRUCTORS, TRIP PLANNERS, MEMBERS, AGENTS, GUESTS AND THIRD PARTIES, FROM ALL LIABILITY, CLAIMS, DEMANDS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY CLAIMS OF NEGLIGENCE, WHICH MAY ARISE AS A RESULT OF MY PARTICIPATION IN A CLUB-SPONSORED ACTIVITY OR FROM USE OF CLUB PROPERTY OR EQUIPMENT.** Nothing herein shall impose any liability upon the Club, its officers, directors, instructors, trip planners, members, agents or guests for the intentional torts, negligence, gross negligence, recklessness or any other acts of any person and the right to assert such a claim is hereby waived.

_____ (Initial here when read and understood)

3. Covenant not to sue is given in consideration for my participation.

Additionally, in consideration of, and part payment for my opportunity to participate in a Club-sponsored activity, **I WILL NOT SUE THE CLUB OR ANYONE ASSOCIATED WITH THE CLUB, INCLUDING WITHOUT LIMITATION ITS OFFICERS, DIRECTORS, EMPLOYEES, INSTRUCTORS, TRIP PLANNERS, MEMBERS, AGENTS AND GUESTS FOR ANY INJURIES, ILLNESS, DEATH, DAMAGES OR OTHER RELIEF I MAY CLAIM THAT ARISE OUT OF MY PARTICIPATION IN A CLUB-SPONSORED ACTIVITY OR FROM USE OF CLUB PROPERTY OR EQUIPMENT.** I will not sue regardless of whether the injuries, damages or other claims result from negligence, gross negligence, or recklessness of the Club or any of the people mentioned in this paragraph.

_____ (Initial here when read and understood)

4. Rescuer's release from liability for their actions.

In consideration of my opportunity to participate and in recognition of the fact all persons participating in Club-sponsored activities are volunteers, **I further agree to waive any right to sue and release the Club, its officers, directors, employees, agents, trip planners, members, agents or guests from all claims or causes of actions of whatever type for injuries, death or property loss resulting from anyone's attempt to rescue, aid, or assist me or others if an emergency arises.** This includes, but is not limited to, the attempt to remove others or me from the dangerous situation or environment, the administration of first aid, or the use of judgment as to the proper course of action in an emergency.

_____ (Initial here when read and understood)

5. I will protect the Club from liability.

In consideration of, and in part payment for the opportunity to participate in such Club-sponsored activities and the services rendered to me, **I agree to defend, protect, indemnify, and hold harmless the Club, its officers, directors, members, trip planners, instructors, employees, agents and guests from and against any and all claims, suits, actions at law or in equity, for damages or other relief and against any liability of any nature, together with attorneys' fees and costs incurred, that may arise out of my conduct or the conduct of my guests during my participation in Club activities or use of Club property or facilities.** I agree to pay the reasonable attorneys' fees and all other costs of all parties if I bring a suit for injuries suffered on a Club activity and that action is unsuccessful, in whole or in part.

_____ (Initial here when read and understood)

6. I agree to abide by all Club rules.

I agree to abide by all Club rules contained in the Articles, Bylaws and house rules.

_____ (Initial here when read and understood.)

7. I am physically qualified to participate.

I certify I am eighteen years old or older. I have signed this agreement freely and voluntarily. I certify I have no physical limitations or medical conditions that would impair my ability to **participate** fully and safely in Club activities. I agree to inform the trip planners and/or instructors of any conditions that may have any effect on my ability to participate fully and safely in Club activities, so a determination can be made as to the proper course of action.

_____ (Initial here when read and understood)

8. Club Property.

I acknowledge the Club's property located at Snoqualmie Pass is an old building constructed and maintained by members and volunteers over the decades. The Club does not represent or warrant the building is or was constructed to code. The Club does not represent or warrant the building is free from construction defects or other hazardous conditions, obvious or not, do not exist. The land owned by the Club was partially improved in the past, but is now being allowed to return to its natural state. The Club does not represent or warrant the property is free of hazardous conditions. **I understand the Club has not and will not mark all known hazards and that hidden obstacles and hazards exist on the property. I understand and agree the use of the Club Property may subject me to both known and unknown hazards of the kind and nature identified elsewhere in this Agreement. I agree it is my responsibility to familiarize myself with the premises and property, to follow the Club rules pertaining to the use of the property and building and to instruct my guests and invitees on the safe and proper use of the property and building. As additional consideration of my being allowed to use the Club property and facilities, I agree that the other terms and conditions of this document shall apply to my use of the building and property.**

9. Other provisions.

This agreement constitutes the complete and sole agreement between you and the Club, its officers, directors, instructors, trip planners, members and guests and all others associated with the Club-sponsored activities, unless a separate specific agreement prepared by the Club for a particular event or activity is duly executed, such as the document entitled "RELEASE OF LIABILITY OF CLAIMS AND HOLD HARMLESS AGREEMENT WASHINGTON ALPINE CLUB BASIC CLIMBING CLASS." Nothing in this agreement shall undermine the effectiveness of such previously executed agreements pertaining to specific events or activities, such as the climbing classes offered by the Club and the application of intent of such waivers shall be viewed in a light most favorable to the Club. Evidence of any other agreements, whether oral or in writing, are void and inadmissible and unenforceable in a court of law, arbitration or other dispute resolution proceeding. **INDIVIDUAL OFFICERS, DIRECTORS, CLUB MEMBERS, INSTRUCTORS, AGENTS AND TRIP PLANNERS HAVE NO AUTHORITY OR POWER TO ALTER THE TERMS OF THIS AGREEMENT, EITHER ORALLY OR IN WRITING.** This agreement covers my participation in all club activities and all associated events. Club-sponsored activities do not include transportation to and from the activity. I agree I am solely responsible for my own transportation and the Club is not liable for any accidents, injuries or damage that may arise during transportation. **THE TERMS OF THIS AGREEMENT BIND ME, MY FAMILY (INCLUDING BUT NOT LIMITED TO SPOUSES AND DOMESTIC PARTNERS), HEIRS, EXECUTORS, ADMINISTRATORS, DEPENDENTS, BENEFICIARIES AND ASSIGNS. IT SHOULD BE INTERPRETED IN A MANNER MOST FAVORABLE TO THE CLUB AND ITS MEMBERS AND AGAINST ME. THE LAWS OF THE STATE OF WASHINGTON SHALL GOVERN THIS AGREEMENT. VENUE FOR ANY ACTION SHALL BE KING COUNTY, WASHINGTON.**

_____ (Initial here when read and understood)

10. Severability.

If any provision of this agreement or its application to any person or circumstance is held invalid, the remainder of the agreement or its application to other persons or circumstances is not affected.

I AM FULLY AWARE OF THE CONTENTS OF THIS AGREEMENT AND RELEASE, AND HAVE READ AND UNDERSTAND ALL OF THE TERMS. I recognize if I have any questions regarding my waiver of rights, I should consult an attorney.

Participant's name (please print)

Date

Participant's signature