

# WOLF MOUNTAIN CONFERENCE ASSOCIATION

## Release of Liability / Agreement Not to Sue

### THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS, READ IT CAREFULLY

I, \_\_\_\_\_ write **Participant's** name in the preceding space)

#### **ROPES COURSE / WALL CLIMBING / ROCK CLIMBING**

am aware that ropes course activities, artificial wall climbing and rock climbing involve physically and emotionally demanding activities in an outdoor setting that includes climbing, jumping and other rigorous activities on natural and man-made structures that are on the ground or at low, medium or high distances from the ground.

#### **HORSEBACK RIDING**

am aware that riding and being around horses in general involves physically and emotionally demanding activities such as, but not limited to, climbing on and off a horse, controlling the horse, and responding to commands from the wrangler in an outdoor setting that has natural and artificial hazards.

**IN VIEW OF SUCH HAZARDS AS MENTIONED ABOVE, AND ACKNOWLEDGING THAT THERE ARE CERTAIN RISKS ASSOCIATED WITH THE ABOVE ACTIVITIES, INCLUDING BUT NOT LIMITED TO SERIOUS INJURY AND DEATH, I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY(IES) AND/OR INSTRUCTION WITH THE KNOWLEDGE OF THE DANGERS INVOLVED, AND I HEREBY AGREE TO ACCEPT FULL RESPONSIBILITY FOR THE RISKS INVOLVED.**

In consideration of being allowed to participate in the above initialed activities of Wolf Mountain Conference Association (WMCA) and of being allowed to use the facilities of WMCA:

- 1) I agree that I will not sue, or otherwise make any claim against Wolf Mountain Conference Association, any other sponsors/providers, or their employees, agents, and contractors, for any loss, injury or damage resulting from participation in above initialed activities.
- 2) I agree that WMCA, any other sponsors/providers, and their employees, agents, and contractors, shall not be legally responsible for any loss, injury or damage resulting from any cause, including negligence of any party.
- 3) I agree that use of the activities and facilities will be according to the rules and instructions of WMCA and any other sponsors/providers.
- 4) I agree that any equipment which I provide or may borrow or rent from WMCA or any other sponsors/providers during this activity, I use at my own risk. I understand and agree that WMCA and any other sponsors/providers shall not be liable for any loss, damage or injury resulting from the use or suitability of said equipment. WMCA and any other sponsors/providers make no warranties of any kind regarding this equipment.
- 5) To the fullest extent allowed by law I agree to RELEASE, INDEMNIFY and HOLD HARMLESS WMCA, any other sponsors/providers, their employees, agents, and contractors from all actions or claims from myself, my heirs or personal representatives for any loss, injury, or damage resulting from participation in above initialed activities, including the use of any equipment.
- 6) The terms of this Release shall also be binding as to any other persons, including all family members, heirs, executors, or administrators, and including any minors which may accompany me. I understand this is a binding contract that supersedes any other agreements or representations and is intended to provide a comprehensive release of liability but is not intended to assert any defenses which are prohibited by law. If any part of this Release is deemed unenforceable, all other parts shall be given full force and effect.
- 7) I am legally competent to sign this Release or my parent or legal guardian has also read and signed this Release.

**I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I SIGN THIS RELEASE AGREEMENT OF MY OWN FREE WILL.**

\_\_\_\_\_  
Signature of Participant

Date \_\_\_\_\_

\_\_\_\_\_  
Parent or Legal Guardian Signature

If I am signing on behalf of a minor, in addition to the above, I also agree to RELEASE, HOLD HARMLESS and INDEMNIFY WMCA, any other sponsors/providers, and their employees, agents and contractors for any claims of the minor. I agree to be responsible for any medical expenses incurred by the minor.