

## MEMBERSHIP APPLICATION AND LIABILITY WAIVER

Family Yearly Membership:  \$40 – electronic newsletter

Individual Yearly Membership:  \$25 – electronic newsletter

Youth (age 22 or under) Yearly Membership:  \$15 – electronic newsletter

Make checks payable to: "The Rocky Mountaineers" and send to:

Rocky Mountaineers, P.O. Box 4262, Missoula, MT. 59806

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

## WAIVER AND RELEASE

### Montana Law

A person who participates in any sport or recreational opportunity assumes the inherent risks in that sport or recreational opportunity, whether those risks are known or unknown, and is legally responsible for all injury or death to the person and for all damage to the person's property that result from the inherent risks in that sport or recreational opportunity. A provider is not required to eliminate, alter, or control the inherent risks within the particular sport or recreational opportunity that is provided. Mont. Code Ann. 27-1-753.

### Participant Acknowledgement of Risk

In consideration of the services of The Rocky Mountaineers its officers, agents, employees, stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "TRM"), I agree as follows: Although TRM has taken reasonable steps to provide me with appropriate equipment and competent leadership so I can enjoy an activity for which I may not be skilled, TRM has informed me this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of this activity can be causes of loss of or damage to my equipment, accidental injury or illness or, in extreme cases, permanent trauma or death.

TRM does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks: The hazards of walking on uneven terrain and slips and falls; being struck by rock fall, ice fall or other objects dislodged or thrown from above; 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, TRM's agents have difficult jobs to perform. They seek safety, but are not infallible. They might be unaware of my fitness or abilities. The weather and other environmental conditions cannot always be predicted with absolute accuracy, and terrain may be misjudged. It would be impossible for TRM to foresee and warn me of every conceivable thing that might go wrong. I am aware that rock climbing, mountaineering, ice climbing, backcountry skiing and backcountry snowboarding entails risks of injury or death to myself. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I agree to assume responsibility for the risks identified herein and those risks not specifically mentioned.

My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks. I certify that I am fully capable of participating in this activity. Therefore, I assume full responsibility for myself, including all minor children in my care, custody and control, for bodily injury, death, and loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those risks and dangers not specifically identified, and as a result of my negligence in participating in this activity. I have had sufficient opportunity to read this entire document.

I have carefully read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative, estate and for all members of my family, including minor children.

## Legal Notice

**By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.**

Participant's Name: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Date \_\_\_\_\_

**IF THE PARTICIPANT IS A MINOR (UNDER 18 YEARS OF AGE)** I, as a Parent or Guardian of (print minor's name)

\_\_\_\_\_ (Minor), hereby give permission for Minor to participate in the activity and further agree, individually and on behalf of Minor, to the above terms. Parent's or Guardian's Name:

\_\_\_\_\_

Parent's or Guardian's Signature: \_\_\_\_\_

Date \_\_\_\_\_