

## **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

**IN CONSIDERATION** of being permitted to participate in the Mountaineering School sponsored by the Explorers Club of Pittsburgh, I \_\_\_\_\_, for  
Print Name  
myself, my personal representatives, heirs and next of kin hereby acknowledge, agree and represent that I fully understand that mountaineering is a very dangerous activity and that the dangers inherent in this sport include, but are not limited to: ice fall, rock fall, equipment failure, misuse of equipment by myself and others and severe weather, any or all of which could result in my suffering serious bodily injury and/or death. I understand that for students, this school is intended to be an introduction to mountaineering and will not prepare me to independently and safely engage in mountaineering and **I HEREBY**:

1. **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** the Explorers Club of Pittsburgh, the Instructors and/or participants of the Mountaineering School and/or any of the individual officers or members of the Explorers Club of Pittsburgh (hereinafter collectively referred to as “releasees”) from all liability to me, my personal representatives, assigns, heirs and next of kin for any and all loss or damage and any claims or demands therefore on account of injury to my person or property or resulting in my death whether caused by the negligence of the releasees or otherwise while participating in any activities conducted by the Mountaineering School , the Explorers Club of Pittsburgh, and/or any of its individual members **OR** while participating in other (non Explorers Club of Pittsburgh) mountaineering activities.

2. **AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS** the releasees and each of them from any loss, liability, damage or cost they may incur due to my participating in any way in any activities conducted by the Mountaineering School, the Explorers Club of Pittsburgh, and/or any of the individual members whether caused by the negligence of the releasees or otherwise.
3. **ASSUME FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to the negligence of releasees or otherwise while participating in any way in any activities conducted by the Mountaineering School, the Explorers Club of Pittsburgh, and/or any of its individual members **OR** while participating in other (non Explorers Club of Pittsburgh) mountaineering activities.

I further expressly agree that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Pennsylvania and West Virginia and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**I HEREBY WARRANT THAT I HAVE READ AND VOLUNTARILY SIGNED THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT,** and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date