



# CASCADES MOUNTAINEERS

## LIABILITY RELEASE and SIGN-IN FORM

OUTING NAME: \_\_\_\_\_

DATE(S): \_\_\_\_\_

SITE: \_\_\_\_\_

ORGANIZER: \_\_\_\_\_

By signing this document below, I acknowledge that I have had sufficient opportunity to read this entire document, including the terms on page 2, and that if I or anyone is hurt, or property damaged, during my voluntary participation in this activity, I hereby waive my right to maintain a lawsuit against Cascades Mountaineers, this outing's organizer, or any officer or member of the board of directors of Cascades Mountaineers, on the basis of any claim from which I, herein, have released them. I have read and understand this agreement, and by signing below, I agree to be bound by its terms, to the fullest extent possible.

	Name	Signature	Emergency Contact
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

Total Participants: \_\_\_\_\_ Organizer Signature: \_\_\_\_\_

Cancellations: \_\_\_\_\_

For the purposes of this agreement, Cascades Mountaineers represents the club and all its members.  
CASCADES MOUNTAINEERS LIABILITY RELEASE and SIGN-IN FORM (cont. page 2)

**Acknowledgement and Assumption of Risk, Release and Indemnification is referenced by signature acceptance on page 1 of this Form.**

**Acknowledgement and Assumption of Risk, Release and Indemnification:** Cascades Mountaineers (CM) is an outdoor recreation club for people who enjoy various climbing and outdoors recreational activities on or around the Central Oregon mountains. CM outing organizers are volunteers and not professional guides. Mountaineering, rock climbing, ice climbing, hiking, mountain biking, skiing and other outdoor activities are dangerous. **Accidents resulting in serious injury or death do occur in outdoor activities. I accept the risks of such activities, and I undertake all CM club outings on my own responsibility.**

Before participating on a Cascades Mountaineers outing or activity, I will know and understand the activity and its hazards and will judge for myself if I have the skills and knowledge to safely participate in the outing or activity. If I do go on a CM outing or activity, I will remain constantly alert for dangers to myself and others and will fully participate as a safe participant, whether as part of a general group or as a member of a specific team.

In consideration of permission to participate extended to me, **I hereby agree, without limitation**, to hold harmless, indemnify and discharge Cascades Mountaineers and all its related agents, officers, outing organizers and its board of directors of any and all liability, claims and causes of action that may arise on account of any negligent act or failure to act during my participation in, or traveling to or from, any Cascades Mountaineers outing or activity, and by specific example to include without limitation:

**1. I acknowledge** that mountaineering, rock climbing, ice climbing, hiking, mountain biking, skiing and other outdoor activities entail known and unanticipated risks that may result in physical or emotional trauma, injury, paralysis or death; or damage to my property or that of third parties. Although Cascades Mountaineers has taken reasonable steps to provide qualified volunteer outing and activity organizers, **I understand that such risks simply cannot be eliminated** without jeopardizing the essential qualities of the activity.

The risks include but are not limited to: the hazards of traveling in uneven mountainous terrain that may cause potential slips and falls; hazardous driving conditions; being struck by rock fall, icefall, or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature including lightning, weather changes, whiteout conditions and avalanche; the risk of falling off of a rock, mountain or into a crevasse; risk of navigational error; risk of bivouac; the risk of exposure to insect or snake bites; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; the risk of falling off a trail, crashing while biking or skiing; and equipment failure; negligent acts of either myself or other party members; my own inadequate physical condition; and the physical exertion associated with this activity.

Cascades Mountaineers strives for safety but is not infallible and risk is inherent in this activity. Cascades Mountaineers may be unaware of my fitness or ability, or that of other participants. Cascades Mountaineers may misjudge the weather or other environmental conditions. Cascades Mountaineers may give incomplete warnings or instructions, and equipment being used by any group member may malfunction. I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities, and that I have responsibilities as a participant to insure my own safety. I acknowledge that the Cascades Mountaineers has been available to more fully explain to me the nature and physical demands of this activity and the risks, hazards, and dangers associated with it. My physical health and abilities are my own responsibility

**2. I expressly agree and promise** to accept and assume all the risks of this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks of injury and death known and unknown.

**3. I hereby voluntarily release**, forever discharge and agree to indemnify and hold harmless Cascades Mountaineers **from any and all claims**, demands or causes of action that are in any way connected with my participation in this activity or my use of Cascades Mountaineers equipment or guidance, including any such claims that allege negligent acts or omissions of Cascades Mountaineers.

**4.** It is the purpose and intention of this agreement to prevent me or anyone on my behalf from asserting a claim against Cascades Mountaineers for its negligence, or negligence by any member. I agree to this and acknowledge that purpose. Should Cascades Mountaineers, or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement or to defend a claim made by me or on my behalf or that of my estate, I agree to indemnify and hold them harmless of all such fees and costs.

**5.** I certify that I have adequate personal health insurance to cover any injury or damage I may cause or suffer while participating in this activity, and, if I do not, that I agree to bear the costs of such injury or damage myself. **I further certify that I am willing to assume the risks of any medical or physical conditions I may have.** In case of accident, illness or other incapacity, I understand that I must pay my own medical and evacuation expenses, whether or not authorized by me.

**6.** I understand that Cascades Mountaineers may contract with independent contractors to provide services on the trip, including transportation and guide services, and that Cascades Mountaineers has no control over and accepts no responsibility for the actions of any independent contractor involved in providing services on the trip/activity. I agree not to make a claim against Cascades Mountaineers regarding its selection of independent contractors or their performance or negligence of such independent contractors.

The laws of the State of Oregon will govern this agreement, and I consent to the jurisdiction and venue of the federal and state courts adjudicating over Bend, Oregon. If there is a dispute between the parties relating to this document, the party substantially prevailing will be entitled to recover all costs and expenses of any subsequent proceedings (including trial, appellate, and arbitration proceedings), including the attorney fees incurred.