

## ICE CLIMBING RELEASE The White Mountain School

### IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions please ask us or consult an attorney.

**The White Mountain School** has done everything possible to assure that our guests experience a rewarding experience. We wish to inform our guests **Ice Climbing** is not risk free. The same elements that contribute to the unique character and fun of **Ice Climbing**, such as the physical exertion or the RISK, can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect and to be informed of some of the possible risks. We ask that you read this, sign it, and return it to our office.

### ACKNOWLEDGMENT OF RISK

Ice climbing like all outdoor recreation activities is hazardous. The obvious accidents that occur in ice climbing are falling while climbing. Whenever you fall climbing you may fall only a few feet or all the way to the ground. As you fall you may hit objects or the rock in your path. If the rope breaks your fall the jolt from the rope may cause injury. Falling to the ground may cause serious injury from any height. In addition to the hazards of falling, objects falling may hit you. Ice, branches, climbing equipment and even people may fall and hit you as you are standing at the base or while climbing. Equipment may fail. Climbing equipment is tested before use, however the extreme conditions of the environment in which climbing equipment is used in conjunction with the damages caused by the rock can cause climbing equipment to fail. The ice to which you are holding or to which you have placed protection may break causing you to fall or causing your protection to pull out from the rock. As you climb you may pull out protection from the ice. You may experience cuts from ice shards. Your gloves may also experience rope burns from handling the rope. If you are belaying, you may be lifted off the ground allowing you to fall back to the ground or be swung into a tree or other object. At all times ice climbing you will be dependent upon your belayer for your final safety. Your belayer will be responsible for catching you should you fall. Your belayer may not be observant or may fail to catch you at the appropriate time. You have a responsibility to assist in the choice of your belayer and to make sure your belayer understands his or her duties and responsibilities as well as remaining observant. Accidents can occur during travel to and from the activity site. Trails are often steep, rocky, and slippery. Hikes involve crossing streams, where footing can be awkward. Participants can slip or fall during a hike, resulting in injury. Poisonous or dangerous plants, insects, or animals can be found with harmful effects to some guests. Exposure to the natural elements can be uncomfortable or harmful. Heat-sunburn, dehydration, hypothermia, frostbite, cramps, wind, rain, outdoor, using portable toilet facilities, eating meals out-of-doors, being in the open for the extended length of the trip can be uncomfortable or cause injury or illness. It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries. This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while **Ice Climbing**. Most of these injuries are rare and you are not likely to encounter them, however they have occurred and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity. I certify that my family, including minor children and myself are fully capable of participating in an **Ice Climbing** program. I state that I have read the above statement on some of the possible risks in this activity. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, or the negligence of **The White Mountain School**. I also understand that **The White Mountain School** reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in an **Ice Climbing** program. My family and I are in good physical condition and able to undertake this activity.

### CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I agree to indemnify and hold harmless **The White Mountain School**, their agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from my families or my

participation in these activities. I further agree to release, acquit and covenant not to sue **The White Mountain School**, their agents and employees for all actions, causes of action claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of **The White Mountain School** or my family, myself, or my heirs, against **The White Mountain School** arising out of participation in this program. In short, I cannot sue **The White Mountain School** and if I do I cannot collect any money. I agree to the site of any lawsuit and the law governing any such lawsuit shall be New Hampshire State and governed by New Hampshire State law. The terms of this agreement shall continue and be in effect after the **Climbing** program has ended. As liquidated damages, I hereby agree that if **The White Mountain School** is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay **The White Mountain School** costs and attorney fees if they successfully defend such action, lawsuit or litigation. Should any paragraph or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original. I authorize and release to **The White Mountain School** the use of my image in any photograph or video recording for any purpose of **The White Mountain School**. I have adequate health, disability and life insurance for my family and myself. I hereby give permission for transportation to any medical facility or hospital and I authorize for any qualified guide or medical personnel to render necessary emergency medical care for my family or myself.

I, \_\_\_\_\_, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself, and my family this **Date:**\_\_\_\_\_.

By checking this box, I indicate that my family and I have previous **Rock Climbing** experience.

No one in my family or I have any medical condition that would prevent our participation in this activity except ( Please list all pertinent injuries):

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

**In case of emergency please contact:** \_\_\_\_\_

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

**I carry medical insurance? Yes** \_\_\_\_\_ **No** \_\_\_\_\_ **Group No.** \_\_\_\_\_

**Name or Provider:** \_\_\_\_\_