

WAIVER

LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

THIS IS A LEGALLY BINDING RELEASE, WAIVER AND INDEMNIFICATION OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK ("Waiver"). Please read it carefully. Fill in all blanks and place your initials before each paragraph prior to signing.

____ 1. I, _____, hereby affirm that I have read this document in its entirety. By my signature below and by my initialing each paragraph, I agree to each and every term and condition of this document.

____ 2. I am aware and am thoroughly informed of the inherent risks and hazards of rock climbing, rappelling, hiking, mountain biking, caving, camping, and all other outdoor recreational activities at property known as the **Pendergrass-Murray Recreational Preserve** and/or any property owned by the Red River Gorge Climbers' Coalition, Inc. (hereinafter referred to as "**PMRP**"). I UNDERSTAND THAT THERE ARE DANGERS AND RISKS INHERENT IN THESE ACTIVITIES, INCLUDING RISKS OF SERIOUS PERSONAL INJURIES, PARALYSIS, AND DEATH. I understand that the risks and hazards of rock climbing, rappelling, hiking, mountain biking, caving, camping, and all other outdoor recreational activities include, but are not limited to: being hit or crushed by falling rocks, equipment, climbers or other debris; head injuries; sprained or broken bones; poisonous snakes, plants and/or animals; dehydration; hypothermia; injury due to the negligence of myself and/or others; failure of fixed bolts, pitons, anchors, or other climbing equipment; falling onto improperly placed and or faulty protection; improperly tied knots or buckled harnesses; and improper rope, belay, or rope ascending ("jumar"), or rope descending techniques. I understand that the aforementioned hazards and risks are described by way of example only, and that there are numerous other hazards and risks inherent in rock climbing, rappelling, hiking, mountain biking, caving, camping, and all other outdoor recreational activities. I also understand that any of the injuries described above are not limited to the activity of rock climbing or rappelling, but may also occur walking or hiking on any of the trails; driving on any of the roads; and/or making any use of the **PMRP**.

____ 3. I understand that the roads and hiking trails, and the bolts, pitons and fixed climbing protection on climbing routes ARE NOT MAINTAINED. I understand that there are hidden or obvious, natural or unnatural, DANGEROUS conditions at the **PMRP**, and I understand and agree that the property owner has NO DUTY TO INFORM ME OF THESE CONDITIONS.

____ 4. IN CONSIDERATION FOR MY BEING ALLOWED TO ENTER the **PMRP**:

____ a. I, on behalf of myself, my family, heirs, successors, assigns, and anyone claiming any interest through me, or on my behalf, hereby KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE, RELEASE, INDEMNIFY, AND AGREE TO HOLD HARMLESS the Red River Gorge Climbing Coalition, Inc. (aka RRGCC), its board members, officers, members, constituents, benefactors, volunteers, employees, agents, assigns, or all persons or entities with a property interest, vested or unvested, in the **PMRP**, all persons who have established routes, and other users (collectively referred to as the "Released Parties"), FROM ANY AND ALL ACTIONS, SUITS, CLAIMS, DAMAGES, AND LIABILITY (INCLUDING ATTORNEY FEES AND COSTS), THAT I, my family, heirs, successors, assigns, and anyone claiming any interest through me, MAY HAVE FOR ANY DAMAGE, INJURY, PARALYSIS, LOSS, OR DEATH TO MYSELF OR ANY OTHER PERSON OR PROPERTY ARISING OUT OF MY ENTRANCE ONTO **PMRP**, whether such damage, injury, paralysis, loss, or death results from NEGLIGENCE of any of the Released Parties or from some other cause.

____ b. I understand and agree that none of the Released Parties may be held liable or responsible in any way to me or my family, heirs, successors, assigns, or anyone claiming any interest through me, for any injury, death, or other damages that may occur as a result of my

entrance onto or use of **PMRP** or as a result of the negligence of any participant or party, including the Released Parties, whether passive or active. I understand and explicitly agree that neither my family, heirs, successors, assigns, or anyone claiming an interest through me, will bring any legal action or claim whatsoever against any of the Released Parties as a result of such damage, injury, paralysis, loss, or death to myself or any other person or property that arises out of my entrance onto or use or **PMRP**.

_____c. I hereby personally assume all risks, whether foreseen or unforeseen, in connection with my entrance onto or use of **PMRP**, for any harm, injury, including paralysis or death, that my befall me or my property while I am on **PMRP**, including the risk of negligence of any party or participant, including the Released Parties.

_____d. I hereby agree to INDEMNIFY the Released Parties for any and all damages and costs they incur, including attorney fees and costs, from any claims, suits, or actions brought or threatened against any of the Released Parties by anyone claiming to have been injured as a result of any injury, including death, to me or my property arising out of my entrance onto or use of **PMRP**.

_____5. By signing this document, it is my intent to release, waive, and indemnify all of the Released Parties from liability connected with my entrance onto and use of **PMRP** (including but not limited to the negligence of the Released Parties, whether passive or active), and to personally assume all risk of injury or death.

_____6. I understand that the terms herein are contractual and not a mere recital and that I have signed this document voluntarily and of my own free act. If any part of this waiver is held unenforceable, such part shall be stricken and the remainder of this waiver shall continue to be in full force and effect.

_____7. I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent (below) of my parent or legal guardian.

_____8. I have read and understand this liability release and express assumption of risk, and sign this document on behalf of myself and my heirs.

Date: _____
Month / Day / Year

Signature: _____

Print Name:

Address: _____

Telephone: (_____) _____ -

(Street)

(Apt)

_____/_____/_____

Email:

(City)

(State) (Zip/Country)

(For Parents and Guardians Only)

I agree to all of the above on behalf of myself, my spouse, my children, my ward, our heirs, successors, and assigns.

Signature of Parent or Guardian: _____

Print Parent/Guardian Name: _____

Print Child/Ward Name: _____

Witness Signature: _____

Print Witness Name: _____

Send it to:

Red River Gorge Climbers' Coalition
PO BOX 22156 - Lexington, KY 40522-2156