

Touch The Sky
P.O. Box 87
Bozeman, MT 59771

**AGREEMENT, RELEASE AND WAIVER OF LIABILITY
(OUTDOOR CLIMBING ACTIVITIES)**

IN CONSIDERATION of my being permitted to participate in outdoor rock climbing activities, classes and events sponsored and/or conducted by Touch The Sky, Inc. (hereinafter "TTS"), and for myself, my relatives, heirs, dependents, assigns and personal representatives, I hereby make the following agreement, release and waiver of liability (hereinafter "Agreement"):

ACKNOWLEDGMENT OF RISK AND COVENANT NOT TO SUE

I ACKNOWLEDGE THAT THERE ARE SIGNIFICANT AND INHERENT RISKS AND HAZARDS INVOLVED IN THE SPORT OF ROCK CLIMBING, TRAVELLING TO AND FROM CLIMBING AREAS AND TRAVELING IN MOUNTAINOUS TERRAIN. Without limiting the extent or reach of the release and covenant not to sue that I make herein, I recognize that those risks and hazards include, but are not limited to:

- Travel to and from the climbing areas, whether by motor vehicle or on foot;
- Overnight travel including hotels, restaurants, pools and travel related activities;
- Cross county travel by foot via trails or undefined routes in steep, rocky and precipitous terrain sometimes involving crossing of creeks, snowfields, talus and scree slopes;
- All manner of injury resulting from falling or swinging from rock faces and hitting ledges, projections, vegetation, or the ground;
- Rope abrasion, entanglement and other injuries resulting from rock climbing activities, including but not limited to climbing, belaying, rappelling, lowering on rope, rescue systems, and any other rope technique;
- Adverse weather and forces of nature, including lightning, rain, snow, cold, heat, or sun exposure;
- Injury and disease caused by flora and fauna, including snake bite, insect bites and stings, poison ivy and oak, contaminated water;
- Injuries resulting from falling climbers or dropped items including but not limited to ropes or climbing hardware;
- Failure of ropes, slings, harnesses, climbing hardware, running and belay anchors (whether placed by TTS personnel or other persons), or other personal or group safety equipment;
- Damage, injuries or death occasioned by the carelessness or negligence of spectators or other climbers, including belayers;
- Injuries resulting from slippery, wet, dirty, and/or loose rock;
- Injuries to bones, joints and tendons, including but not limited to stress injuries;
- Personal medical situations complicated or aggravated by climbing activity; and
- Injuries that occur as a result of the lack of adequate training of those persons who may seek to assist with medical or other help before or after other injuries have occurred.

By signing this Agreement I ACCEPT FULL RESPONSIBILITY FOR MY OWN WELFARE AND, TO THE FULLEST EXTENT PERMITTED BY LAW, I WAIVE ANY FUTURE CLAIMS FOR LIABILITY WHICH I MAY OTHERWISE BE ENTITLED TO BRING, AND I AGREE NOT TO SUE TOUCH THE SKY, INC. its directors, officers, employees, independent contractors, agents and representatives, and other CLIMBERS, VOLUNTEERS, or PARTICIPANTS in outdoor rock climbing activities, classes, trips and events sponsored or conducted by TTS, FOR INJURY, DAMAGES, OR DEATH RESULTING FROM RISKS AND HAZARDS INHERENT IN MY PARTICIPATION IN OUTDOOR ROCK

CLIMBING ACTIVITIES, CLASSES, AND EVENTS, including but not limited to those risks and hazards specifically identified above.

RELEASE, INDEMNIFICATION AND REPRESENTATIONS

I represent that I am voluntarily participating in outdoor activities, classes, and events sponsored in whole or in part by the TTS, and with full knowledge of the significant and inherent risks and hazards involved, and for myself, my heirs, dependents, assigns and personal representatives, I ASSUME SUCH RISKS and hereby WAIVE AND RELEASE TOUCH THE SKY, INC. its directors, officers, employees, independent contractors agents and representatives, and other CLIMBERS, VOLUNTEERS, or PARTICIPANTS in such outdoor activities, from and against any and all causes of action, claims, or demands of any nature whatsoever, including but not limited to claims of NEGLIGENCE, which I, my relatives, heirs, dependents, assigns and personal representatives may now have or have in the future on account of personal injury, property damage, death, or accident of any kind, arising out of or in any way related to my participation in TTS outdoor activities, classes, and events whether that participation is supervised or unsupervised, however the injury is caused, including but not limited to the NEGLIGENCE of the above-named releaseses.

I also agree to INDEMNIFY AND HOLD HARMLESS TOUCH THE SKY, INC. its directors, officers, employees, independent contractors, agents, volunteers, and representatives, from and against any and all causes of action, claims, demands, losses, expenses (including attorney's fees), and other costs of any nature whatsoever arising out of or in any way related to my participation in TTS outdoor activities, classes, and events.

If any provision of this Agreement is held to be void or unenforceable under any law, I agree that the unlawful portion shall be deemed stricken and that all remaining provisions shall continue to be valid and binding upon me. In the event that a provision is stricken, I agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision. By signing this Agreement I intend to release those persons named above from any liability occasioned by my participation in TTS outdoor activities, classes, and events. I acknowledge that the fees I have paid to the TTS to participate in such activities and events have been based upon all participants executing this and similar agreements releasing TTS from any and all liability to the fullest extent permitted by law.

I acknowledge that it is my responsibility to develop sufficient physical conditioning and to consult with my medical advisors to ascertain whether my health and fitness are sufficient to participate in TTS outdoor activities, classes, and events. I hereby consent to receive emergency medical treatment which appears to be advisable and may be necessary as a result of such participation, and I agree to accept sole responsibility for all applicable charges for such medical treatment, including evacuation and rescue costs.

I UNDERSTAND THAT THE TERMS OF THIS AGREEMENT, RELEASE AND WAIVER OF LIABILITY ARE LEGALLY BINDING, AND I CERTIFY THAT I AM SIGNING THIS DOCUMENT OF MY OWN FREE WILL, HAVING CAREFULLY READ IT AND HAVING AN UNDERSTANDING OF ITS CONTENTS.

IN WITNESS WHEREOF, this instrument is duly executed at Bozeman, Montana,
on _____, 20__.

User's Signature

User's Name Printed Clearly

I, as parent or guardian of the above minor under 18 years of age, hereby agree to the terms and conditions set forth in this Agreement, Release and Waiver of Liability.

Parent/Guardian if User is under 18 years of Age

Parent's/ Guardian 's Name Printed Clearly

USER/PARENT ADDRESS:

STREET

CITY, STATE & ZIP CODE

PHONE _____

_____-By initialing here, I represent that I, or my family, has health insurance that covers the participant in TTS programs, trips and events.