

CONSENT, WAIVER, AND RELEASE OF LIABILITY

Participants in Hiking, Trekking, Climbing, and / or Other Events sponsored or organized entirely or in part by Rocky Mountain Harvard University Club.

I _____ (or my parent or legal guardian, named and signing below) do hereby affirm that I am voluntarily participating in a hiking, trekking, climbing, and / or other event organized or sponsored, at least in part, by Rocky Mountain Harvard University Club (an “**Event**”).

I understand and agree that the Event may have inherent risks. This Event may involve a test of a person’s physical or mental limits, and may carry with it a risk of death, serious injury, loss of income, opportunity, or property. These risks may include, but not be limited to, terrain, facilities, weather, lack of hydration, condition of participants, failure of equipment, and actions of others.

In consideration of being allowed to participate in the Event to hike the trail to Mt. Harvard on or about August 19 or August 20, 2023 (“this Event”), I hereby personally assume all risks connected with this Event. On behalf of myself, my heirs, executors, administrators, assigns, and personal representatives I release and agree to hold harmless Rocky Mountain Harvard University Club, its members, board of directors, officers, and steering committee, other organizers or sponsors, and other participants in this Event for any physical, financial, or psychological injury or damage, whether perceived or real, direct or indirect, that I may incur while I participate in, prepare for, or travel to and from this Event, and any other cause of action I may have as a result of such preparation, participation, or travel. Such release also covers damage or injury caused by the negligence of any of the parties listed above.

In further consideration for my participation, I agree that my answers to the application survey are true to the best of my knowledge and that I have not knowingly deceived the organizers in any way about my ability to participate safely in this event.

In the event any term of this Consent, Waiver, and Release of Liability (the “**Release**”) is determined to be severable or invalid, or any term, condition or other provision is determined to be unlawful or unenforceable, the remainder of this Release shall remain in effect. If a court should determine that any provision

of this Release is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

In the event of an emergency please contact the following person(s) in the order presented:

Emergency Contact	Contact Relationship	Telephone #
_____	_____	_____
_____	_____	_____

I affirm that I have carefully read, clearly understand and voluntarily sign this Consent, Waiver and Release of Liability agreement.

I further affirm that I am of lawful age and legally competent to sign this Release or, if I lack any of these attributes, that my parent or legal guardian is of lawful age, legally competent, and legally empowered to sign on my behalf.

I have executed this Release on _____ (Date)

Participant Signature

For minors: Parent / Legal Guardian Printed Name

Parent / Legal Guardian Signature

* Sign one Release per person per Event.