

## **Release of Liability and Assumption of Risk**

In consideration of the services of Great Outdoor Adventure Trips, Inc (DBA The Mountain Goat), their officers, volunteers, participants, and all other person of entities acting in any capacity on behalf (hereinafter collectively referred to as GOAT) I hereby agree to release and discharge GOAT on behalf of my children, my parents, my heirs, assigns, personal representation, and estate as follows:

1. I acknowledge that the activities involved in the use of any of GOAT's services or facilities, both climbing and non-climbing related, entail significant risks, both known and unknown, which could result in physical or emotional injury, paralysis, death, or damage to myself, property, or to third parties. Such risks include, among others, equipment failure, falling climbers and negligence of spotters and other participants.
2. I expressly agree and promise to accept and assume all the risks existing in these activities, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of GOAT. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless GOAT from any and all claims, demands, or causes of action, which are in any way connected with my participation in this in this activity or my use of GOAT's equipment or facility, including any such claims which allege neglect acts or omissions of GOAT.
4. Should GOAT or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume-and bear the costs of -all risks that may be created, directly or indirectly, by any such condition.
6. I agree that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of South Carolina, without regard to its conflict of law rules.
7. I agree to abide by the rules of the facility.
8. I agree to carefully read the blood-borne pathogen policy posted in the facility.

By signing this document, I agree that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against GOAT on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT.  
I HAVE READ AND UNDERSTAND IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Date of birth: \_\_\_\_\_  
Signature of Guardian if Participant is a minor: \_\_\_\_\_  
Address: \_\_\_\_\_ Apt #: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Date: \_\_\_\_\_