

**Acknowledgment of Risks, Assumption of Risk
and Responsibility, and Release of Liability**

Access to Muir Valley for the purpose of rock climbing is limited to those individuals who are competent, experienced rock climbers or those under the guidance and control of a competent guide or rock climbing instructor. It is strongly urged that this guide or instructor be one who is currently certified by the American Mountain Guide Association. All guides and instructors who preside over groups who climb in Muir Valley must contact the Muir Valley owners no less than 7 days prior to their visit to discuss details of their visit.

Terms and Conditions

In consideration of being allowed to enter Muir Valley for the purpose of recreational rock climbing, I, _____, do hereby acknowledge, appreciate, and agree that:

- 1) The risk of injury from rock climbing is significant, including the potential for permanent paralysis and death or other injury, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2) I confirm that I am the legal parent or guardian of a child under the age of 18 years, who will be climbing in Muir Valley. I confirm that my child is physically and mentally capable of rock climbing, though not necessarily experienced in this sport. I confirm that either I am accompanying my child during his or her visit to Muir Valley, or I have executed a legal agreement with a competent, responsible adult leader that assigns total responsibility for my child's wellbeing and behavior to said adult.
- 3) On behalf of my child, I hereby KNOWINGLY AND FREELY ASSUME ALL RISKS ASSOCIATED WITH ROCK CLIMBING AND ANY AND ALL OTHER RISKS ASSOCIATED WITH MY CHILD'S ENTRY UPON THE LANDS OF MUIR VALLEY, LLC, WHETHER HIDDEN, OPEN, OBVIOUS OR OTHERWISE, BOTH KNOWN AND UNKNOWN TO ME OR MY CHILD, EVEN IF SUCH RISKS ARISE FROM THE NEGLIGENCE, RECKLESS, WANTON OR INTENTIONAL ACTS OF MYSELF, MY CHILD, OR OTHERS, EQUIPMENT FAILURE, OR FORCES OF NATURE, AND I ASSUME FULL RESPONSIBILITY FOR MY CHILD'S PARTICIPATION, AND ANY EXPENSE AS A RESULT OF MY NEGLIGENCE OR THE NEGLIGENCE OF OTHERS; and,
- 4) I willingly agree to discuss with my child, prior to his or her visit, the risks involved with rock climbing and the posted Warnings and Rules of Muir Valley. I further agree to stress the importance to my child of obeying these rules and regulations. If my child is involved in an accident during his or her visit to Muir Valley I agree to bring such accident or hazard to the attention of Muir Valley, LLC as soon as reasonably possible by contacting Richard Weber at richardhweber@gmail.com or 317-291-0354 or 317-402-0118 or 606-668-9066; and,
- 5) I understand and agree that all artificial installations typically used in rock climbing, including, but not limited to, rock anchors, glue-in bolts, bolted hangers, chains, cables, quicklinks, permadraws, quickdraws, and carabiners, found on the property have been placed by a number of individuals, including the owners of the property, for their own personal convenience, and that my use of any of these installations is undertaken solely at the risk and discretion of my child's adult leader; and,
- 6) I, for myself, my child, and on behalf of our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS Muir Valley, LLC its officers, officials, agents, members, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and leasers of premises used for the activity ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; and,
- 6) I agree that if any legal proceeding is instituted by myself or my heirs, assigns, personal representatives or next of kin, then venue shall be proper only in the Fayette County Circuit Court, Lexington, Kentucky and that this Agreement shall be construed and interpreted under the laws of the Commonwealth of Kentucky; and,

I have read and understood the foregoing agreement: *Acknowledgment of Risks, Assumption of Risk and Responsibility, and Release of Liability*. I understand that by signing this form I have given up substantial legal rights, for myself, and my child, and sign it freely and voluntarily without inducement.

Participant's Name (printed) _____
D.O.B. ____/____/____ Age: _____

Participant's Address _____

Signature _____
Date ____/____/____

Phone _____

Parent or Legal Guardian's Name (printed) _____
D.O.B. ____/____/____ Age: _____

Parent's or Guardian's Address _____

Signature _____
Date ____/____/____

Phone _____

email _____