Liability Waiver – Venga Rock Climbing/The Yoga Forest

 **(Please read and understand the implications of signing.)**

I hereby affirm and acknowledge that I am aware of the inherent hazards and risks associated with Mountaineering and Rock Climbing, including traveling to and from activity sites of which I am about to engage in. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.

2. Possible equipment failure and/or malfunction of my own or others’ equipment.

 3. My own negligence and/or negligence of others, inducing employees.

 4. Injury to hands, fingers, feet and toes, including but not limited to inflammation and/or strain of muscles, ligaments and/or tendons, nerve damage or compression, and broken bones.

5. Injury from falling may occur from exposure to high altitude, which may affect judgment and coordination, or from not paying close attention to your climbing, your bilayer, and other climbers with or near you or your exposed situation.

6. Broken bones, severe injuries to the head, neck and back which may result in severe physical impairment or even death.

7. Cold weather and heat relate injuries include but not limited heat exhaustion, heat stroke, sunburn and dehydration. Exposure to outdoor elements, including but not limited to rock fall, inclement weather, thunder and lighting, severe and varied wind, temperature or weather conditions.

8. Attack by or encounter with insects, reptiles and/or animals

9. Fatigue chill and/or dizziness which may diminish my/our reaction time and increase the risk of accident.

10. My sense of balance, physical coordination, and ability to follow instructions.

11. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

**Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration for being permitted to participate in any way in Mountaineering, Rock Climbing and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, whether CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entitles, herein referred to as releases: Venga Atitlan/The Yoga Forest
2. To release the releases, their officers, directors, employees, representatives, agents, members, and volunteers, attacks from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releases or otherwise. By executing this document, I agree to hold the releases harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral/written representation or statements made by the releases, other than what is set forth in this agreement. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AN AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCMENT.

**Protective Headgear Refusal Agreement**

***IF YOU ARE NOT GOING TO WEAR A HELMET AT ALL TIMES WHILE CLIMBING***

***OR IN THE CLIMBING AREA, THIS FORM IS REQUIRED!***

**Please read and be certain you understand the implications of signing.**

I, FOR MYSELF AND/OR ON BEHALF OF MY CHILD OR LEGAL WARD, ACKNOWLEDGE THAT BEST PRACTICE DICTATES THE WEARING OF A HELMET IN ORDER TO REDUCE SOME OR ALL OF OUR HEAD INJURIES AS THE RESULT OF A FALL OR ANY OTHER OCCURRENCE ASSOCIATED WITH THIS HAZARDOUS ACTIVITY. I REALIZE THAT I AM EXPOSING MYSELF OR MINOR BEING SIGNED FOR TO MORE RISK ON A PURELY VOLUNTARILY BASIS.

**WITH THIS KNOWLEDGE, I AM DECLARE THAT I WILL NOT BE WEARING A HELMET 100% TIME WHILE CIMBING.**

I, THE UNDERSIGNED, HAVE READ THE FOREGOING STATEMENT AND DO UNDERSTAND ITS WARNINGS AND ASSUMPTION OF RISKS.

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Signature of Adult Participant

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Adult Participant (Please Print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

***By signing below, I agree that I have read or been informed of all of the above points of consideration as part of Venga Atitlan/The Yoga Forest Liability Waiver.***

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| --- | --- | --- | --- | --- |
| Name: | Phone: | Style of climbing: (top robe/Lead) | Level of climber: (Beginner etc.) | Signature: |
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