

# New Heights - Rock Climbing Participant Agreement for Climbing and Guiding 2007

In consideration of the services of New Heights Rock Climbing, Reve and Tricia Bernhardt and their family, New Covenant Fellowship in Larkspur, Colorado, and all other persons or entities associated with those parties (hereinafter collectively referred to as "New Heights", I agree as follows:

Although New Heights has taken reasonable steps to provide you with appropriate equipment and skilled guides so you can enjoy an activity for which you may not be skilled, we wish to remind you this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can be causes of loss of or damage to your equipment, accidental injury or illness, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks:

The hazards of walking on uneven terrain and slips and falls: being struck by rockfall, icefall or other objects dislodged or thrown from above; the use of climbing ropes and equipment including equipment failure, the forces of nature, including lightning and extreme weather changes; the risks of falling off the rock; the risks of exposure to insect and snake bites; guide error as an inherent risk; my own physical condition and the physical exertion associated with this activity.

I am aware that this activity entails risks of injury or death to myself. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I agree to assume responsibility for the risks identified herein and those risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.

I certify that I am fully capable of participating in this activity. Therefore, I assume full responsibility for myself, including my minor children, for bodily injury, death, and loss of personal property and expenses thereof as a result of those inherent risks and dangers and of my negligence in participating in this activity.

I have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative, estate and for all members of my family, including any and all minors accompanying me. I acknowledge I am not relying on any oral, written, or visual representations or statements made by New Heights, including those made in its brochures or other promotional material, to induce me to participate in this activity.

Signature of participant \_\_\_\_\_  
Print name \_\_\_\_\_

If under 18 years old,  
Please provide signature of  
Parent or Guardian \_\_\_\_\_

Print name \_\_\_\_\_

Address: \_\_\_\_\_  
Street or PO Box City State Zip Code

Phone: \_\_\_\_\_ Date: \_\_\_\_\_  
Area Code Number Month Day Year

Emergency Contact: \_\_\_\_\_

Phone: \_\_\_\_\_  
Area Code Number