

**DISCOVER DIABLO ROCK CLIMBING EVENTS**  
**LIABILITY WAIVER & RELEASE FORM**

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Climber's Last Name

Climber's First Name

Climber's Age

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Climber's Phone #

Climber's Emergency Contact Name

Emergency Contact Phone #

**ROCK CLIMBING RULES AND REGULATIONS**

- All climbers must be five years old or older. All climbers under the age of 18 must attend the rock climbing event(s) with a parent or legal guardian.
- All participants must sign the release of liability form prior to climbing and/or belaying. Climbers under the age of 18 must have the Liability Waiver form signed by a parent or legal guardian.
- All climbers will comply with the judgments of the Save Mount Diablo staff on duty.
- Climbing shoes are required.
- No one will be allowed to climb unless an approved staff instructor or supervisor is present.
- All climbers/belayers must use proper equipment. Personal equipment must be inspected by a Save Mount Diablo (SMD) staff member prior to use. Ropes will be provided by SMD. All other ropes are not permitted.
- Helmets and harnesses must be worn while climbing.
- Swinging on the ropes is prohibited. Unsafe and inappropriate use of equipment and conduct will be cause for removal from the climbing area.

**WAIVER AND RELEASE**

I understand that in participating in the Discover Diablo Rock Climbing Event(s), I must obey all of SMD's rules and regulations as well as read and agree to the Liability and Release form. I acknowledge that I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in each Rock Climbing Event and cannot be eliminated without destroying the unique character of the Outing. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death ("Injuries and Damages") and SMD has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes, equipment misuse or failure, or activities of other persons, animals, trip members, trip leaders and assistants or third parties, either as a result of negligence or because of other reasons. I understand that risks of such Injuries and Damages are involved in SMD Rock Climbing Events and I acknowledge that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that on this Outing there may not be rescue or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed.

I also understand that I may be photographed or videotaped on this outing, and the photos and videos may be used in a variety of forms or published to promote future events or Save Mount Diablo programs. I release Save Mount Diablo, the photographer/videographer and any publishers from any and all liability associated with these photographs and their use.

In consideration for my acceptance as a participant on this Outing, and the services and amenities to be provided by Save Mount Diablo in connection with the Outing, I confirm my understanding that:

- I have read any rules and conditions applicable to the Outing made available to me; I will pay any costs and fees for the Outing; and I acknowledge my participation is at the discretion of the leader.
- The Outing officially begins and ends at the location(s) designated by Save Mount Diablo. The Outing does not include carpooling, transportation, or transit to and from the Outing, and I am personally responsible for all risks associated with this travel. This does not apply to transportation provided by the Save Mount Diablo during the Outing.
- If I decide to leave early and not to complete the Outing as planned, I assume all risks inherent in my decision to leave and waive all liability against the Save Mount Diablo arising from that decision. Likewise, if the leader has concluded the Outing, and I decide to go forward without the leader, I assume all risks inherent in my decision to go forward and waive all liability against Save Mount Diablo arising from that decision.
- This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

To the fullest extent allowed by law, I agree to WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY Save Mount Diablo, its officers, directors, employees, agents, and volunteers from any and all liability on account of, or in any way resulting from Injuries and Damages, even if caused by negligence of Save Mount Diablo, its officers, directors, employees, agents, and volunteers, in any way connected with this Outing. I further agree to HOLD HARMLESS Save Mount Diablo, its officers, directors, employees, agents, and leaders from any claims, damages, injuries or losses caused by my own negligence while a participant on the outing. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me on the Outing. If a minor is going on the trip, the minor's guardian must sign on the minor's behalf.

**By my signature below, I have read this document in its entirety and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, I agree to participate in the Outing.**

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Signature (parent/guardian if participant is <18 yrs. Old)

Print Name (parent/guardian if participant is <18 yrs. Old)

Date