

VOLUNTARY RELEASE, WAIVER, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("Agreement")

In consideration of my participation in Climb Smart to take place October 19-21, 2012, at Joshua Tree Lake Campground and Joshua Tree National Park, California (the "Event") I, the undersigned for myself, my personal representatives, heirs, next of kin, spouse and assigns DO HEREBY:

1. **Release, Discharge and Covenant Not To Sue** Friends of Joshua Tree, any of the event sponsors or supporters, each of their affiliated companies, their officers, directors, agents, Trustees, contractors, employees, shareholders, volunteers and insurers (all collectively referred to herein as "Releasees") from any and all claims, loss, liability, damages, or expense related to the Event in any way, arising out of 1) any wrongful or negligent acts or omissions on the part of Releasees or any other person; 2) failure or malfunction of any equipment or vehicle or 3) any other cause whatsoever, which may cause me injury, death, damages of any kind, delay, inconvenience or property damage. I hereby covenant to defend Releasees, hold Releasees harmless, and to indemnify Releasees for any claim, loss, liability or expense (including, without limitation, attorneys' fees and costs which Releasees, or any of them, may incur) Releasees may incur in connection with the Event or arising out of my activities.

2. **Understand** that climbing is a hazardous activity and can present hazards and danger of injury or death, including, but not limited to loose rocks, rock shifts, rock falls, equipment failure, and failure by me to engage equipment in a correct manner. I agree and accept that there are risks inherent in rock climbing. My participation is voluntary and **I Voluntarily Elect to Accept All Risks** connected with my participation in the Event.

3. **Acknowledge** that I am familiar with all of the equipment I will be using, or will become familiar with it prior to use, and the safety and warning aspects of such equipment, and I will comply with these. If I fail to do so for any reason, **I ASSUME ALL RISK** for myself and assume all liability to others for such failure, and **I HEREBY RELEASE** Releasees for any failure or malfunction in the equipment or its inadequacy for the use I make of it.

4. **Represent** that I know of no physical disorder which should keep me from participating in the Event and I agree that **I AM SOLELY RESPONSIBLE** for any and all injuries or harm that I may incur in participating in the Event.

5. **Agree** that at the Event I will not consume alcoholic beverages, drugs, prescription or otherwise, unless I am legally permitted to do so. I further **acknowledge and understand** that it is my obligation and responsibility, and not that of Releasees or any of them, to monitor and control my alcohol intake such that I can, at all times, act responsibly, in control of my actions, and not under the influence of alcohol. I agree that Releasees, and each of them, have no responsibility for my actions connected or related to or arising from my alcohol consumption.

6. **Agree** that this Agreement shall apply to any incident, injury, accident or death associated with the Event, and to any injury, accident, death, or damages occurring as a result of the Event any time after the execution of this Agreement.

7. **Agree** that in the event any court finds any of the provisions of this Agreement unenforceable, then such court shall sever such unenforceable provision to the extent necessary to enforce the remaining provisions of this Agreement.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A RELEASE AND WAIVER OF ALL CLAIMS OR RIGHTS TO FILE A LAWSUIT OR OTHERWISE RECOVER FROM RELEASEES. I UNDERSTAND I ASSUME ALL RISKS INHERENT IN THE EVENT AND IN THE ACTIVITIES I WILL PARTICIPATE IN. I HAVE BEEN GIVEN TIME TO CONSIDER WHETHER TO SIGN THIS RELEASE AND TO REVIEW IT WITH MY OWN COUNSEL, AND HAVE EITHER DONE SO OR VOLUNTARILY ELECTED NOT TO DO SO. I HAVE VOLUNTARILY SIGNED MY NAME SHOWING THAT I ACCEPT THE ABOVE PROVISIONS.

Signed: _____ Date: _____

Print Name _____

Parent or Guardian for Minor –

Sign: _____ Print _____ Date _____