



**AMC ACKNOWLEDGMENT AND ASSUMPTION OF RISKS &
RELEASE AND INDEMNITY RENTAL AGREEMENT
PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.**

I have rented and received from AMC for my personal use, the following described property:

I agree to keep said equipment safe and to return it to the Appalachian Mountain Club (collectively referred to in this Document as 'AMC'), on demand and in as good condition as when received. If I do not do so, I agree to pay AMC all additional losses and damages that may be sustained by reason of any such failure. Customer shall pay the replacement cost for each **damaged, lost or unreturned** piece of equipment.

ACKNOWLEDGMENT & ASSUMPTION OF RISKS

I understand that use of this equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or conduct of the Appalachian Mountain Club, or by any other person.

RELEASE AND INDEMNITY AGREEMENT

Please read carefully. This Release and Indemnity agreement contains a surrender of certain legal rights. I (adult participant or Parent(s) of a minor participant) agree as follows:

- (1) **to release and agree not to sue AMC, its employees, volunteers, agents, or affiliates (hereafter "AMC")** with respect to all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claims'), in any way connected with my/my child's use of AMC equipment. **I understand I waive all claims I may have against AMC, and agree that neither I, nor anyone acting on my behalf, will make a claim against AMC, as a result of any injury, damage, death or other loss suffered by me or my child as a result of AMC's conduct and/or use of their equipment;**
- (2) **to defend and indemnify** ("indemnify" meaning protect by reimbursement or payment) **AMC** with respect to all claims brought by or on behalf of me, my child, a family member, a co-participant, or any other person in any way connected with my/my child's use of AMC equipment or AMC's conduct.

This Release and Indemnity Agreement includes any losses caused or alleged to be caused, in whole or in part, by the **NEGLIGENCE** of AMC (but not its gross negligence or intentional or reckless misconduct), and includes claims for personal injury, property damage, wrongful death, breach of contract warranty or otherwise.

I (participant and Parent(s) of a minor participant) agree that this Document and all other aspects of my relationship with AMC are governed by the substantive laws of the Commonwealth of Massachusetts, and that any mediation, suit, or other proceeding must be filed or entered into only in Massachusetts. Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions and those remaining provisions shall continue in full force and effect.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE AMC FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Signature

Date

Print name here