

WYLARK MOUNTAINEERING LLC
PARTICIPANT'S WAIVER, LIABILITY RELEASE
AND ACKNOWLEDGEMENT OF RISKS

I, the undersigned, hereby acknowledge and understand that signing this Participant Waiver, Release and Acknowledgment of Risk Agreement ("Release" or "Agreement") is required for me to participate in the services and activities provided by Wylark Mountaineering LLC ("WM") and its' officers, agents, employees, contractors, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "Affiliates").

Section 1. Objective. I understand that this Release is intended to: (1) waive my rights to bring a legal cause of action against WM and its' Affiliates for damages, costs, expenses, fines, injuries, and loss arising out of or relating to my participation in their services and activities; (2) release WM and its' Affiliates from any general liability, including any injury, property damage, death, loss, pain and suffering, expenses, or damages that may occur to me due to my own negligence, failure to abide by applicable policies and instructions, or may be caused, indirectly or directly, by me, during the use of the services and/or on their premises; (3) covenant not to bring any legal claim, action, or proceeding for damages, costs, expenses, and/or loss arising out of or relating to my participation in the services against WM and/or its' Affiliates; and (4) acknowledge the inherent risk of the activities that I participate in.

Section 2. Inherent Risks and Acknowledgment. These inherent risks are some of the same elements that contribute to the unique character of this activity, and I understand that these risks can be the cause of loss or damage, accidental injury, illness, or in extreme cases, permanent trauma, disability or death. I acknowledge that WM has informed me of the risks associated with participating in the service and activities, and that I hereby agree to assume the risks. Some risks described, without limitation, are acts of god, inclement weather, slipping, falling, insect bites, equipment failure, unstable structures, accidents, hazards arising from exposure to weather, altitude, and disease, and all other circumstances inherent to outdoor settings. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. I also understand that WM is not guaranteeing my safety by providing me with instructions, guidance, and/or equipment.

Section 3. Release and Indemnification. I hereby forever release, indemnify and hold WM and its' Affiliates harmless from any and all liability, claims, damages, costs, expenses (including attorney's fees), injuries, deaths and/or losses that directly result, arise from or relate to my participation or negligence. I agree further to indemnify, release and hold WM harmless against any claim by a member of my family, a rescuer, another participant, or any other person arising in whole or part from an injury or other loss suffered by or caused by me in connection with my participation in or presence on a WM activity. I also agree to mitigate any potential harm or damage to WM or any other participant, and that I will abide by the instructions and policies given to me by WM and/or its' Affiliates. I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity. This Section shall not excuse WM for damages, claims, loss, injuries, and/or death directly caused by WM or its' Affiliates' negligence, gross negligence or wrongful conduct.

Section 4. Voluntary Participation. My participation in this activity is purely voluntary, I have not been forced or coerced to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

Section 5. Choice of Law. This Release shall in all respects be governed by, and construed in accordance with, the law of the State of Oregon without regard to its choice of law provisions. Each party hereto submits to the exclusive personal jurisdiction of the Oregon state courts located in Multnomah County, Oregon for all issues regarding this Release and the terms and conditions hereof. Any provision of this Release that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the degree that a court determines that any provision of this Release is partly or wholly unenforceable or unconscionable, such provision shall be re-written by the court or other tribunal interpreting the same such that it becomes enforceable and most closely approximates the intent of the parties.

I HAVE CAREFULLY READ, CLEARLY UNDERSTOOD AND ACCEPTED THE TERMS AND CONDITIONS STATED HEREIN AND ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE AND ESTATE AND FOR ALL MEMBERS OF MY FAMILY, INCLUDING MINOR CHILDREN.

Signature

Today's Date

Printed Name

Date of Birth