



# Mountain Club of Kenya

## DISCLOSURE OF RISK , AGREEMENT TO INDEMNIFY, RELEASE & WAIVER FORM

### **ACKNOWLEDGEMENT AND WAIVER OF RISK**

Mountaineering is a potentially dangerous activity with hazards including rock and ice fall, danger from avalanches, hidden crevasses, sudden changes in weather, hypothermia, falls on steep terrain, failure of climbing equipment, and the possibility of becoming lost, as well as all other hazards associated with hiking, wilderness travel, rock climbing and other pursuits of the Mountain Club of Kenya.

### **DISCLOSURE OF RESPONSIBILITIES**

The organizer for a club trip is not a professional mountaineer, guide, or trained first aid attendant. The function of the organizer is only to organize the trip, ensure that it gets under way, know the access to the area, and have knowledge of a route or routes on the climb. It is expected that each person on a club trip have the necessary skills, experience, fitness, and equipment. Each person is responsible for his or her own safety, having suitable first aid supplies and for confirming that his or her equipment is in good working order.

### **RELEASE AND WAIVER OF LIABILITY**

IN CONSIDERATION of my being permitted to participate in the activities arranged by the Mountain Club of Kenya (the *Club*), I, for myself, my heirs, executors, and anyone else who may claim on my behalf HEREBY WAIVE ANY AND ALL CLAIMS, LIABILITY AND DAMAGES I may now and in the future have against the Club, its members, trip organizers, and all persons acting under its authority, collectively described here as the MCK, arising from any and all personal injury, death, property damages or loss sustained by me arising from or in connection with my participation in the activities of the Club however caused. I FURTHER HEREBY RELEASE AND FOREVER DISCHARGE the MCK from and against all demands, claims, actions, damages, costs, and expenses arising from or with respect to death, injury, damages or loss to my person or property and any kind whatsoever, no matter how caused, in connection with my participation in Club activities though the same may have contributed to or been caused by the NEGLIGENCE or GROSS NEGLIGENCE of the MCK. I FURTHER AGREE to hold harmless and indemnify the MCK from any and all liability for any damage or injury to the property or persons of any third party resulting from my involvement in or presence during any of the activities of the MCK.

I ACKNOWLEDGE that the Club, in obtaining this waiver from me is doing so for the MCK, including its members, trip organizers, and all persons acting under the authority of the Club.

In the event that I act in any capacity for the Club, I appoint the Club as my agent for the purpose of obtaining an indemnity and release of liability from other members of the Club or persons participating in its activities.

I CONFIRM THAT I AM THE FULL AGE OF EIGHTEEN YEARS AND THAT I HAVE READ THIS INDEMNITY AND RELEASE OF LIABILITY AND ACCEPT ITS TERMS, AND IN WITNESS WHEREOF, I have hereunder set my hand and seal,

This \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of WITNESS

\_\_\_\_\_  
Signature of PARTICIPANT

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

\_\_\_\_\_  
Please Print Name