

Harvard Mountaineering Club

General Liability Waiver and Assumption of Risk

Express assumption of Risk Associated with Mountaineering and Related Activities.

1. Activity and Scope of Risk: I have voluntarily chosen to join the Harvard Mountaineering Club (HMC) or participate in activities with HMC members. These activities are inherently dangerous, and may result in death, injury or illness. I may be exposed to hazards, including but not limited to some of the following (depending on the nature of the Activities)

- A. Possible equipment failure and/or malfunction of my own or others' equipment.
- B. My own negligence and/or the negligence of others, including members, officers, employees, agents, or independent contractors.
- C. Injury to hands, fingers, feet, and toes, including but not limited to inflammation and/or strain of muscles ligaments and/or tendons, nerve damage or compression, and broken bones.
- D. Injury from falling may occur from exposure to high altitude, which may affect judgment and coordination, or from not paying close attention to your climbing or others climbing with or near me.
- E. Broken bones, severe injuries to the head, neck, and back which may result in severe physical impairment or even death.
- F. Discharge of weapons in or near the area of activity.
- G. Cold weather and heat related injuries and illness including but not limited to frostnip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia, and dehydration.
- H. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature or weather conditions.
- I. Attack by or encounter with wildlife or flora, including but not limited to allergic reactions triggered by such encounters.
- J. Accidents or illness occurring in remote places where there are no available medical facilities.

2. Assumption of Risk: I freely assume all risks of participation, including any harm, injury, death, or property damage that may occur as a result of my participation, as well as the actions, inactions or negligence of HMC Members or Officers.

Participation in HMC Activities

1. My participation in HMC Activities is voluntary. In participating, I am fully aware of and understand the risks inherent in each Activity, which include risks associated with travel

to and from the Activity and participation in the Activity itself. I recognize and accept the element of uncertainty and risk inherent in travel and in exploring a rural or wilderness environment far from medical care, including without limitation, injuries caused by other participants, equipment malfunction, falls, insects, animals or misjudgment of myself or others.

2. The HMC, and the President and Fellows of Harvard College (including its constituent schools and departments, officers, employees, and members of its governing boards (“Harvard”)) assume no responsibility for any accidents, illnesses, or disabilities incurred by me in connection with my participation in any HMC Activity or for conditions I may experience in the course of an HMC Activity. Further, I understand that the HMC and Harvard can make no representations about the accuracy of information supplied by individuals who are not agents or representatives of the HMC or Harvard and over whom neither the HMC nor Harvard has control. The HMC and Harvard also assume no responsibility for my personal effects, either in transit or at final destinations.
3. The HMC follows a format of Shared Leadership. Under this format I am responsible for myself over the course of any Activity. I must take care to only participate in Activities for which I have the proper background and preparation. If a participant offers to teach or otherwise mentor me in an Activity, the responsibility for my safety is still mine. No responsibility falls on the HMC or other participants of the Activity in the event of accidents, illnesses, or disabilities incurred in connection with my participation in the Activity.
4. Accordingly, I release the HMC and Harvard from any and all liability or claims arising out of property damage, personal injury (including death), charges, actions, expenses or other losses that I may suffer or incur arising out of or as a result of my participation in an HMC Activity or the HMC.

Prior to signing this Agreement and Release, I (the undersigned) have had an opportunity to read and understand it and to ask questions about it, and any questions have been answered to my satisfaction.

Member:

Signature: _____

Printed name: _____

Date: ____/____/____
M D Y

Harvard ID: _____

House Phone: _____

Legal Guardian of Member, if Member is under 18 years of age:

Signature: _____

Printed name: _____

Date: ____/____/____
M D Y