

Name: _____

Email: _____

Phone: _____

Date: _____

Harvard Mountaineering Club - Agreement and Release

This Agreement and Release sets forth the understanding between the Harvard Mountaineering Club ("HMC") and the individual whose signature appears below ("Member"). The Member understands and agrees as follows:

Description of Club

The HMC is a Member-run organization made up of students who want to gain mountaineering experience. The HMC provides Member-organized rock, snow, and ice climbing trips, equipment for loan, free access to the Harvard Cabin on Mount Washington, New Hampshire, access to HMC indoor climbing walls, and information about outdoor pursuits. The HMC also provides an electronic mailing list where Members can discuss outdoor adventure and outdoor equipment.

Membership

Membership in the HMC exists on a volunteer basis. Any member of the Harvard community who supports the mission of the HMC and agrees to abide by HMC's policies may participate in the HMC. Each HMC Member may choose his or her level of participation in HMC events based upon his or her own judgment. The requirements for membership include payment of a yearly membership fee and written acceptance of all HMC policies. The membership fee is \$20 per year and is non-refundable. Failure by any Member to follow HMC policies will result in the Member being removed from the HMC, at the discretion of the HMC Officers. The HMC conducts weekly membership meetings, which are open to all HMC members, in the HMC office.

Use of HMC Equipment

The HMC owns equipment that is available for the use and benefit of HMC Members. In consideration for the benefits received, the Member assumes all risk for any damages or injuries that may be sustained to either person or property while using HMC equipment. HMC equipment may be used solely in accordance with the following conditions:

1. HMC equipment is for personal use by Members - **not** for rent or lease to third parties.
2. HMC equipment is issued "as is," and any Member may reject or refuse to use HMC equipment.
3. Each Member who borrows and uses HMC equipment is assumed to have the knowledge and training to verify that the equipment is in working order prior to a trip, event or other HMC activity (collectively, "Activity"), and to use the equipment in a safe manner. If a Member is unfamiliar with the proper use of the equipment, the Member should NOT borrow equipment until he or she acquires proper training and information about use of the equipment.
4. While the HMC will strive to keep equipment in reasonably usable condition, each Member who borrows HMC equipment assumes the risks of using equipment that may have been used repeatedly and extensively by other Members who may have damaged the equipment during previous use or may not have reported problems with the equipment. Each Member is expected to familiarize her or him self with the specific equipment being borrowed and to test the equipment before use. **HMC MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, AS TO THE CONSTRUCTION, CONDITION, MERCHANTABILITY, FITNESS, OR ADEQUACY OF THE HMC EQUIPMENT FOR ANY TYPE OF USE OR IN ANY PARTICULAR ACTIVITY.**
5. Members are expected to report promptly to the HMC Gear Czar or HMC Officers any problems relating to the condition or usability of HMC equipment.
6. Members may return equipment to the HMC only at meetings, unless prior arrangement are made with the HMC Gear Czar (for unusual circumstances only).
7. Members will be assessed a fine for lost or damaged equipment at the current retail price of that equipment. Equipment that is kept by a Member for more than 21 days after the check-out date, without the prior agreement of the HMC Gear Czar will be assumed to be lost or stolen. Its full replacement cost will be charged to the Member who borrowed it.
8. Members are expected to return all equipment clean and in useable condition.

Assumption of Risk

- A. The Member hereby acknowledges that his or her participation in HMC Activities is voluntary. In participating, the Member is fully aware of and understands the risks inherent in each Activity, which include risks associated with travel to and from the Activity and participation in the Activity itself. The Member recognizes and accepts 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 Members, equipment malfunction, falls, drowning, lightning, avalanches and rock-fall, severe allergic reactions, animals, and harsh weather conditions or misjudgment by the Member or others. Safety judgements are always the responsibility of the Member.
- B. 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 the Member in connection with his or her participation in any HMC Activity or for conditions he or she may experience in the course of an HMC Activity. Further, the Member understands 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 personal effects of the Member, either in transit or at final destinations.
- C. Accordingly, the Member releases the HMC, its Members, Officers, 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 the Member may suffer or incur arising out of or as a result of his or her participation in an HMC Activity, or the HMC, or the use of HMC equipment or that of its Members.

The parties hereto understand and agree that Harvard University is not a party to this contract and that Harvard University shall have no duty, responsibility, obligation or liability whatsoever with respect to the performance of any obligation under this contract.

Prior to signing this Agreement and Release, the Member whose signature appears below has had an opportunity to read and understand it and to ask questions about it, and any questions have been answered to the Member's satisfaction.

Member

_____ Signature	_____ Printed Name	_____ Date
_____ Harvard ID	_____ House/Affiliation	_____ Phone

Authorized representative of Member, if Member is under 18 years of age

_____ Signature	_____ Printed name	_____ Date
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Harvard Mountaineering Club - Medical Form

This medical form is used primarily to provide information for medical authorities in the case of an accident. As a Member, you should complete the form with consideration of important information a rescue worker or emergency room physician would need to give you the best possible care. A secondary, voluntary use of this form is to inform other participants of any physical condition that may impact your safety on an HMC trip.

Name: _____

Birthdate: _____ Height: _____ Weight _____

Name of physician _____ Phone number _____

Parent/guardian name _____ Phone number _____

Emergency contact _____ Phone number _____

INSURANCE

Are you covered by the Harvard health insurance program? Check for yes

Medical insurance carrier _____ Policy # _____

Address _____ Phone _____

Name of insured: _____ Relationship to member _____

Social Security # _____

GENERAL MEDICAL HISTORY

Do you currently have or ever had a history of any medical condition that could affect your ability to fully participate in an HMC trip or that would be important for medical workers to know about you if you became hurt or injured?

YES NO

If Yes, please provide details of any pertinent medical condition. _____

CURRENT MEDICATIONS

Are you currently taking any medications? Please specify dose. YES NO

Medication	Dosage (amt./freq.)	For What Condition?	Side Effects/Restrictions
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Specific comments: _____

MUSCULAR/SKELETAL INJURIES

Many muscular/skeletal injuries may reoccur when under the physical stress of an outdoor trip. Please indicate **ANY** past histories with the following conditions:

- Knee, hip or ankle injuries (including sprains) and/or operations? YES NO
- Shoulder, arm or back injuries (including sprains) and/or operations? YES NO
- Any other joint problems? YES NO

Specific comments: (include date of last occurrence and the effect of the problem on current activity level):

ALLERGIES/DIETARY RESTRICTIONS

Do you have any allergies? Please list:

• Are you allergic to shellfish (iodine)?	YES	NO
• Are you allergic to peanuts?	YES	NO
• Are you allergic to any other foods?	YES	NO
• Allergic to insect bites or bee stings?	YES	NO

Specific comments: _____

Allergic to any medications? <i>(Please list and describe below)</i>	YES	NO
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HEAT, COLD

• History of frostbite or Raynaud's Syndrome?	YES	NO
• History of heat stroke or other heat related illness?	YES	NO
• History of serious reaction to high or low temperatures?	YES	NO

Specific comments: _____

ANY OTHER MEDICAL CONDITION WITH POTENTIAL EFFECTS ON PARTICIPATION?

Agreement of understanding

I recognize the unusual risks inherent in wilderness travel, including the difficulties and delays in obtaining medical aid when groups are many miles from the nearest road or source of assistance. I understand that there are many causes of injury and occasionally death in rural or wilderness environments; these include (but are not limited to) injuries caused by other participants, equipment malfunction, falls, drowning, lightning, avalanches and rock-fall, severe allergic reactions, animals, and harsh weather conditions or misjudgment by the Member or others.

As a participant on a Harvard Mountaineering Club trip, I agree to abide by all HMC policies. I understand that violation of any such policies is grounds for removal from the Club, and any costs incurred shall be borne exclusively by me. As a Member I accept responsibility for my own behavior, and promise to act safely and responsibly at all times.

I understand the above agreement and have had an opportunity to ask questions in regard to my responsibility. I have also accurately filled out the questions on this form in regards to my own personal health.

Your Signature: _____

Date: _____