

**RELEASE, WAIVER, AND INDEMNIFICATION OF LIABILITY,
AND EXPRESS ASSUMPTION OF RISK AGREEMENT**

LITTLE BRUSHY CLIMBING AREA

THIS IS A LEGALLY BINDING RELEASE, WAIVER, AND INDEMNIFICATION OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AGREEMENT. Please read it carefully and sign at the end of the document.

I ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT BY SIGNING THIS RELEASE, WAIVER, AND INDEMNIFICATION OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AGREEMENT (the "Release"), THAT I, ON BEHALF OF MYSELF AND MY ESTATE, VOLUNTARILY ACCEPT AND ASSUME ALL DANGERS AND RISKS ARISING OUT OF THE Activities. I AM INTENTIONALLY WAIVING ALL RIGHTS AND RELEASING ALL CLAIMS THAT I HAVE OR MAY HAVE ARISING FROM OR RELATED TO MY PARTICIPATION IN THE Activities.

1. Definitions. (a) "Undersigned" or "I" means you, the undersigned adult participant, being at least 18 years old, signing on behalf of yourself and the Undersigned's Estate (as defined below). (b) "Activity" and "Activities" means all actions related to your participation, including rock climbing, bouldering, hiking, trail building, trail construction, trail maintenance, trail clean up, installation, maintenance and replacement of fixed anchors and bolts, and all related activities. (c) "Climbing Area" means Little Brushy, a rock climbing areas leased by Lyme to SCC and AF. (d) "Equipment" means any equipment used in the Activity. (e) "Released Parties" means (i) The Access Fund ("AF"), (ii) Southeastern Climbers Coalition ("SCC"), (iii) Lyme Timber Company ("Lyme"), (iv) all of their affiliates, members, officers, directors, managers, employees, agents, volunteers, representatives, retailers, successors, heirs, and assigns of the AF, SCC, and Lyme, and (v) all other individuals and entities working at, contributing to, and/or affiliated with the Climbing Area. (f) "Undersigned's Estate" means the Undersigned's family, estate, heirs, next of kin, personal representatives, successors, assigns, and/or anyone else who has or claims to have any interest through the Undersigned.

2. My Physical Abilities. I understand that Activities on the Climbing Area are physically demanding. I am unaware of any physical or mental condition that would (a) prevent me from safely participating in the Activities, or (b) endanger my health or safety or the health and safety of others due to my participation. I attest that I am physically fit and competent to participate in the Activities.

3. Hazardous Activities. I understand and agree that participating in the Activities at the Climbing Area ARE HAZARDOUS and include DANGERS AND RISKS that CANNOT BE ELIMINATED, that may be apparent, hidden, and/or unanticipated, and that MAY RESULT IN SERIOUS INJURIES TO MY PERSON AND/OR PROPERTY, INCLUDING PARALYSIS AND/OR DEATH. I understand that the hazards and risks include but are not limited to: falling; being hit or crushed by falling rocks, equipment, or other materials or debris; head injuries; sprained or broken bones; poisonous snakes and plants; dehydration; hypothermia, injury due to the negligence of myself and/or others; and exposure to extreme heat or cold, rain or snow, thunderstorms or lightning. I understand that the hazards and risks described above are listed by way of example only, and that there are numerous other hazards and risks inherent at the Climbing Area, to which I may be exposed. I understand that I will not be permitted to take part in the Activities unless I read, agree with, and sign this Release. I assume full responsibility for acting responsibly and maintaining control at all times while participating in the Activities. I agree to read and comply with all instructions of the AF, SCC, and Lyme and all posted signs and warnings at the Climbing Area.

4. IN CONSIDERATION FOR MY BEING ALLOWED TO PARTICIPATE IN THE ACTIVITIES AT THE CLIMBING AREA, BY SIGNING THIS RELEASE, I, ON BEHALF OF MYSELF AND THE UNDERSIGNED'S ESTATE, KNOWINGLY, INTENTIONALLY AND IRREVOCABLY:

(a) ACKNOWLEDGE AND ASSUME ALL RISKS AND DANGERS TO MYSELF AND TO OTHERS, INCLUDING THE RISKS OF INJURY OR DEATH, ARISING OUT OF, RELATED TO, OR ASSOCIATED WITH THE ACTIVITIES, AND MY PARTICIPATION THEREIN;

(b) AGREE THAT NONE OF THE RELEASED PARTIES SHALL BE HELD LIABLE OR RESPONSIBLE IN ANY WAY TO ME OR THE UNDERSIGNED'S ESTATE, FOR ANY INJURY, DEATH, OR OTHER DAMAGES THAT MAY OCCUR AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES OR AS A RESULT OF THE NEGLIGENCE OF ANY PARTICIPANT OR PARTY, INCLUDING THE RELEASED PARTIES;

(c) WAIVE, RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE RELEASED PARTIES FROM (i) ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, LOSSES OR LIABILITIES WHATSOEVER (INCLUDING ATTORNEY FEES AND COSTS) ARISING FROM OR RELATED TO MY PARTICIPATION IN THE ACTIVITIES, and (ii) ANY AND ALL LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, THAT I MAY SUSTAIN AND/OR CAUSE TO OTHERS OR THEIR PROPERTY;

(d) AGREE NOT TO SUE, MAKE ANY CLAIMS, OR FILE ANY ACTIONS AGAINST ANY OF THE RELEASED PARTIES THAT ARE BASED ON, ARISE OUT OF, OR RESULT FROM, IN WHOLE OR IN PART, ANY DAMAGE, INJURY, PARALYSIS, LOSS, OR DEATH TO MYSELF OR ANY OTHER PERSON OR PROPERTY AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES; and

(e) AGREE TO PAY ALL COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS, INCURRED BY ANY RELEASED PARTY IN DEFENDING ANY INVESTIGATION, CLAIM, AND/ OR SUIT BROUGHT BY OR ON BEHALF OF THE UNDERSIGNED OR UNDERSIGNED'S ESTATE.

5. By signing this Release, it is my intent to release, waive and indemnify all of the Released Parties from all liability connected with my participation in the Activities and to personally assume all risk of injury or death. I acknowledge that I am not an employee of any of the Released Parties, and that I will not be compensated in any way for my time or participation in the Activities. I understand and agree that the Released Parties will not provide any insurance, or benefits, including worker's compensation benefits, on my behalf.

6. This Release and any and all claims, demands, actions, causes of action, losses or liabilities arising from or related to my participation in the Activities, including but not limited to, any and all loss, damage, or injury, including death, that I may sustain and/or cause to others or their property, shall be exclusively governed by and construed and enforced in accordance with Tennessee law, including but not limited to the Tennessee Recreational Use Statute, TN Code 70-7-101 et seq. If any lawsuit or claim is brought arising out of or related to my participation in the Activities, I agree that exclusive jurisdiction for any action or proceeding shall be in Boulder County District Court or in Federal Court for the District of Colorado in Denver, Colorado. I, on behalf of myself and the Undersigned's Estate, voluntarily and irrevocably waive any objection to such choice of law and waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought. If any provision of this Agreement is or becomes invalid or unenforceable in whole or in part, such provision shall be deemed amended to the minimum extent necessary to conform to the requirements of the law so as to be valid and enforceable. If such provision cannot be so amended, the provision shall be curtailed, limited, or eliminated only to the minimum extent necessary to remove the invalidity, illegality or unenforceability and the rest of this Release shall remain in full force and effect. This Release contains the entire agreement between myself and the Released Parties regarding the subject matter of this Release, and no representations or statements have been made to me that change, alter or modify any part of this Release.

7. I understand and agree that (a) the terms of this Release are legally binding upon myself and the Undersigned's Estate, and not a mere recital, and (b) I would not be able to participate in the Activities without entering this Release. I have signed this Release voluntarily and of my own free will, on behalf of myself and the Undersigned's Estate.

I have read and understand all parts of this Release. By my signature below I agree to each and every term and condition of this document.

Participant's Signature: _____ Date: _____

Printed Name: _____

Email: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature of Parent or Guardian (if under 18 years)

As parent or legal guardian of _____, by my signature below and by co-initialing each of the foregoing paragraphs, I verify that I have read this Release in its entirety and, on behalf of myself and my spouse (if any), agree to each and every term and condition of this Release. In addition, I, on behalf of myself and my spouse, hereby KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE, RELEASE, INDEMNIFY, AND AGREE TO HOLD HARMLESS the Released Parties FROM ANY AND ALL ACTIONS, SUITS, CLAIMS, DAMAGES, LIABILITY, AND LOSS (INCLUDING ATTORNEY FEES AND COSTS), that I or my spouse, MAY HAVE FOR ANY DAMAGE, INJURY, PARALYSIS, LOSS OR DEATH TO THE MINOR WHOSE NAME APPEARS ABOVE OR SUCH MINOR'S PROPERTY ARISING OUT OF OR RELATED TO THE MINOR'S PARTICIPATION IN THE ACTIVITIES, whether such damage, injury, paralysis, loss or death results from NEGLIGENCE of any of the Released Parties or from some other cause. I further agree that I have full and sole responsibility for the safety and well-being of the minor identified in this Release while he or she is PARTICIPATING IN THE ACTIVITIES. I personally agree to indemnify and hold the Released Parties harmless for all damage or liability they suffer (including attorney's fees) arising out of (1) any lack of authority on my part to enter into this Release on behalf of the minor identified in this Release or (2) in the event any part of this Release is held unenforceable by a court and the Released Parties are assessed any costs, liability or damage as a result.

Parent's Name: _____

Parent's Signature: _____

Street Address: _____

City, State, Zip: _____

Home Phone: _____ Emergency Phone: _____

e-mail: _____

~OR~

Legal Guardian's Name: _____

Legal Guardian's Signature: _____

Street Address: _____

City, State, Zip: _____

Home Phone: _____ Emergency Phone: _____

e-mail: _____