



Big City Mountaineers'
SUMMIT FOR SOMEONE Program – 2022
Participant Liability & Publicity Release

***Please read carefully before signing.
This is a release of liability and waiver of legal rights.***

1. In consideration of being able to participate in the Big City Mountaineers Summit for Someone trips and related activities and events, I hereby agree to release and hold harmless Big City Mountaineers, Inc., my guides, and all of their respective affiliated organizations and sponsors and respective insurance carriers, agents, volunteers, funders, representatives, attorneys, assignees, members, managers, officers, directors, contractors, and subcontractors (collectively referred to collectively below as “BCM Released Parties”) for any and all liability and/or claims for injury or death or damage to property arising in any way from my participation in or volunteering for Big City Mountaineers Summit for Someone trips or related activities and events, including but not limited to all climbing, mountaineering, wilderness, backpacking, hiking and camping trips; transportation related to such activities; training and/or preparation related to such activities; and meetings, celebrations, and parties related to such activities (all of which are referred to collectively below as “participation”).
2. I agree to not sue or bring any claim against the BCM Released Parties on any basis, including but not limited to, claims of negligence, negligence per se, premises liability, wrongful death, or breach of warranty. I understand that this Release includes a release of all claims even if they involve statutory violations or the negligent action or inactions of the BCM Released Parties.
3. I acknowledge my participation involves both known and unknown risks. The known risks include, but are not limited to:

falling; slipping; natural and manmade hazards; contact or impact with others or their items; walking conditions; uneven, loose, and/or slippery surfaces; navigational difficulties; unpredictable terrain; geographic isolation; collisions; falling, rolling, collapsing or sliding objects (including avalanches); animals; insects; adverse weather conditions including but not limited to heat, cold, lightning, rain, snow, wind and hail; water crossings; fire; equipment failure; traffic; vehicular accidents; criminal activities; limited access to and/or delay of medical attention; communication difficulties; fatigue; illness; exhaustion; dehydration; heat-related injuries/illnesses; cold-related injuries/illnesses, including but not limited to hypothermia, frostbite and frostnip; altitude-related injuries/illnesses, including but not limited to acute mountain sickness, pulmonary edema, cerebral edema, and/or retinal hemorrhage; sun-related injuries/illnesses, including but not limited to snow blindness; water- and food-borne illness; frostbite; burns; trauma; emotional distress; injuries from sharp objects; errors in judgment; intentional or accidental injuries caused by other volunteers or participants; and negligence of others.

I understand that the description of risks above is not complete and that my participation may be dangerous and include other risks. I voluntarily assume the risk of injury and/or death. I also assume responsibility for damage to or loss of personal property as the result of any accident that may occur.

4. I agree that I will be personally liable for and will pay all reasonable attorneys' fees and costs incurred by BCM Released Parties in defending any lawsuits or claims covered by this Release related to my participation. I agree that under no circumstances will the BCM Released Parties ever be responsible for any of my attorneys' fees.
5. I will not participate if I am not medically and physically able to perform the actions required without causing harm to myself or to others, and I acknowledge such actions may include but are not limited to emergency swimming and/or hiking long distances up steep paths with a heavy backpack at high elevation for sustained periods.
6. I understand and acknowledge that I am not required to participate, and that by agreeing to participate, I am voluntarily assuming all risks.
7. I agree to obey and accept the rules of the activities and my participation as published by the BCM Released Parties or otherwise made known to me.

8. If I need medical care, I will pay all costs associated with medical care and related transport, and I release, defend (with counsel chosen by BCM Released Parties), indemnify, and hold harmless BCM Released Parties for any costs incurred from such medical care and transport, and any claims regarding medical care and/or transport (including claims regarding failure to provide medical care and/or transport). I further authorize any providers of medical care associated with my participation to assist me as, in the opinion of such persons, may be necessary or appropriate.
9. I agree to fully indemnify, defend (with counsel chosen by BCM Released Parties) and hold harmless the BCM Released Parties from any lawsuits or claims brought by any third persons that involved, in any manner, my actions or inactions.
10. I consent to the uncompensated use of my name, written statements, and image or voice in any print or electronic materials, photographs, video, film, and sound recordings by Big City Mountaineers, as well as its licensees, successors and assigns, for the purpose of production, exhibition, distribution, advertising, publicizing or documenting my participation, Big City Mountaineers, or for any other related purpose, unless I have checked the following box:
11. By signing this, I represent that I am at least 18 years of age, or, that my parent or legal guardian is also signing this document along with me. If I am signing as the parent or legal guardian, I represent that I am the legal parent or legal guardian of the minor participant.
12. If I am signing as the parent or legal guardian, I agree that I am signing this on behalf of the minor. I further agree that the minor and I are bound by all the terms of this Release, and the minor and I are considered "I" in all the clauses of this Release.
13. I agree that any and all claims for injury or death against the BCM Released Parties or related to this Release in any way shall be governed by Colorado law, without regard to its conflict of laws rules, and the exclusive jurisdiction of any such claim shall be in Colorado federal court or the district or county courts of Jefferson County, Colorado.
14. This Release is binding to the fullest extent permitted by law. If any provision of this Release is found to be unenforceable, the remaining terms shall remain enforceable. I agree that this Release shall be binding upon my assignees, subrogors, heirs, next of kin, executors, and personal representatives.
15. **I have read and fully understand the terms of this Release. I confirm that I voluntarily agree to the terms of this Release and to participate in the Big City Mountaineers Summit for Someone trips and related activities and events.**

Print Name of Participant _____

Signature of Participant _____

Age & Birth Date _____

Today's Date _____

Print Name of Parent or Legal Guardian of Minor Participant _____

Signature of Parent or Legal Guardian _____

Home Address _____ City, State _____ Zip _____

Emergency Contact Name/ Relationship _____ Contact Phone Number _____



Big City Mountaineers'
SUMMIT FOR SOMEONE Program – 2022
Additional Terms & Conditions of Participation

I (“Participant”) understand that my participation in Summit for Someone may cause me to incur additional expenses, and I agree to be responsible for costs other than basic guide services on my climb, including but not limited to: training, clothes, equipment, food, transportation that is not provided, and any expenses I incur over the basic guide services. I understand the travel and accommodations before and after my SFS trip are my personal financial obligation and that BCM and my guide service are NOT responsible for the planning, costs, or liability of such arrangements unless otherwise noted in my trip itinerary and details.

I understand that Summit for Someone trips are nonprofit fundraising events and each trip has a required minimum fundraising commitment that I must fulfill. I further acknowledge that I am expected to meet the full fundraising commitment associated with the particular trip for which I have registered by **one month prior to the start date of my trip**. Failure to meet that fundraising commitment could result in my forfeiting my participation, a decision that will be made on a case by case basis by the SFS program manager. BCM will discuss trip participation eligibility with my guide service in regards to my fundraising commitment fulfillment.

COVENANT OF GOOD FAITH: BCM will operate under a covenant of good faith and fair dealing, but that BCM may terminate an activity due to forces of nature, medical necessities or problems in the group; and/or refuse or terminate, the participation of any person BCM or any guide service judges to be incapable of meeting the rigors or requirements of participating in the activity. Participant accepts BCM's or the guide service's right to take such actions for the safety of Participant and/or other participants. Participant acknowledges that no guarantees have been made with respect to climbing and/or mountaineering objectives.

Due to the costs associated with the Summit for Someone program and the limited availability of climber spots, BCM must adhere to a stringent cancellation policy, as described below:

CANCELLATION POLICY: Cancellation 90 days or more prior to climb: If Participant wants to cancel his/her participation in a trip for which he/she is registered outright 90 days or more prior to when their climb is scheduled to start, then Participant must communicate this request in writing to the SFS program manager at the address below. BCM will process cancellation notices received 90 days or more prior to the climb, and Participant will not be responsible for any portion of the Fundraising Total. Any donations received up to the point of cancellation will support and remain with BCM, regardless of the reason for cancellation.

No Outright Cancellation less than 90 days prior to climb: If there are less than 90 days until the climb is scheduled to begin, there is no cancellation, and the Participant must raise the full Fundraising Total, have the remaining amount of the Fundraising Total charged to his/her credit card, or agree to roll fundraising dollars over to a scheduled trip the next year and participate in a trip once the full amount has been reached.

Cancellation In Case of Personal Injury: In the case of personal injury, Participant must send a cancellation notice and written doctor's note or other related documentation (“Medical Documentation”) to BCM within two (2) weeks before the Date of Trip, and the fundraising amounts due must still be met. Participant must send notice of cancellation and Medical Documentation to BCM by mail to the address below. BCM may carry over a Participant's eligibility to another climb or to the following year, at BCM's sole discretion. If granted by BCM, the eligibility to participate in an SFS trip is valid for one year only.

Guide Service Cancellation: If, at any time, the guide service determines that a team or individual's safety is jeopardized by a Participant, then the guide service may immediately withdraw Participant's eligibility for the Trip. Under these circumstances of Guide Service Cancellation, the withdrawn Participant must still meet the fundraising amounts due. BCM may carry over a Participant's eligibility to another climb or to the following year at the sole discretion of BCM. I understand that if I am a member of the military, active reserve, or National Guard and are deployed or cannot participate in my climb due to any military related cause, I remain obligated to the cancellation policy and I will not be eligible for deposit or donation refunds.

Cancellation Notice: Participant must mail his/her notice of cancellation, and Medical Documentation if required, to:

Big City Mountaineers
Summit for Someone Program
710 10th Street, Suite 120
Golden, CO 80401

Refund Policy: BCM will process refunds 30 days after completion of your climb ("Refund Date") under the following circumstance: If Participant's fundraising surpasses the total Pledge amount on or before the Refund Date, then BCM will credit any amounts charged to Participant's credit card, if directed and requested by Participant, on the Refund Date, as long as those amounts were not matched by Participant's employer.

I have read and agree to all of Big City Mountaineers' Summit for Someone cancellation policies and payment requirements above.

Participant Name: _____

Participant Signature: _____

Today's Date: _____