

**Acknowledgment of Risks, Assumption of Risk  
and Responsibility, and Release of Liability for Minor Visitors to Muir Valley**

Access to Muir Valley for the purpose of rock climbing is limited to those individuals who are competent, experienced rock climbers or those under the guidance and control of a competent guide or rock climbing instructor. It is strongly urged that this guide or instructor be one who is currently certified by the American Mountain Guide Association. All guides and instructors who preside over groups who climb in Muir Valley must be preapproved by Friends of Muir Valley Inc (FOMV), the owners of Muir Valley, and have an insurance certificate on file with FOMV. See [muirvalley.com](http://muirvalley.com) for specifics.

Anyone leading a group that includes minors who are not accompanied by their parent(s) or legal guardian(s) must have this legal paper completed and signed by a parent or legal guardian for each minor, and conveyed to an FOMV representative prior to climbing at Muir Valley. These may be given to a Muir Valley staff member or placed in the Waiver Box at the Shelter at the Main Parking Lot.

**Terms and Conditions**

I, \_\_\_\_\_, do hereby acknowledge, appreciate, and agree that:

1) The risk of injury from rock climbing is significant, including the potential for death, permanent paralysis, or other injury, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and, I confirm that my child is physically and mentally capable of rock climbing, though not necessarily experienced in this sport. I confirm that either I am accompanying my child during his or her visit to Muir Valley, or I have executed a legal agreement with a competent, responsible adult leader that assigns total responsibility for my child's wellbeing and behavior to said adult; and

3) On behalf of my child, I hereby knowingly and freely assume all risks associated with rock climbing and any and all other risks associated with my child's entry upon the lands owned by FOMV, whether hidden, open, obvious or otherwise, both known and unknown to me or my child, even if such risks arise from the negligence, reckless, wanton or intentional acts of myself, my child, or others, equipment failure, or forces of nature, and I assume full responsibility for my child's participation, and any expense as a result of my child's negligence or the negligence of others; and,

4) I willingly agree to discuss with my child, prior to his or her visit, the risks involved with rock climbing and the posted Warnings and Rules of Muir Valley. I further agree to stress the importance to my child of obeying these Warnings and Rules. If my child is involved in an accident requiring medical attention during his or her visit to Muir Valley I agree to bring such accident to the attention of FOMV as soon as reasonably possible by contacting FOMV at [muirvalleychairman@gmail.com](mailto:muirvalleychairman@gmail.com), or 513-309-2895; and,

5) I understand and agree that all artificial installations typically used in rock climbing, including, but not limited to, rock anchors, glue-in bolts, bolted hangers, chains, cables, quicklinks, Permadraws, quickdraws, and carabiners, found on the property have been placed by a number of individuals, including the owners of the property, for their own personal convenience, and that my use of any of these installations is undertaken solely at the risk and discretion of me or my child's adult leader; and,

6) I, for myself, my child, and on behalf of our heirs, assigns, personal representatives and next of kin, hereby release, indemnify, defend, and hold harmless Friends of Muir Valley, Inc; Richard H and Elizabeth S Weber, former owners of Muir Valley; and, if existing, each of the foregoing entities' board of directors, officers, employees, officials, agents, or members and volunteers; other participants; sponsoring agencies; sponsors; and advertisers ("RELEASEES") with respect to any and all injury, illness, disability, death, or loss or damage to person or property, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law; and,

6) I agree that if any legal proceeding is instituted by myself or my heirs, assigns, personal representatives or next of kin, then venue shall be proper only in the Fayette County Circuit Court, Lexington, Kentucky, and that this Agreement shall be construed and interpreted under the laws of the Commonwealth of Kentucky; and,

**I have read and understood the foregoing agreement: *Acknowledgment of Risks, Assumption of Risk Responsibility, and Release of Liability for Minor Visitors to Muir Valley* I understand that by signing this form I have given up substantial legal rights, for myself, and my child, and sign it freely and voluntarily without inducement.**

_____ Participant's Name (printed) D.O.B. ____ / ____ / ____ Age: _____  _____ Signature Date ____ / ____ / ____  _____ Parent or Legal Guardian's Name (printed) D.O.B. ____ / ____ / ____ Age: _____  _____ Signature Date ____ / ____ / ____	_____ Participant's Address  _____ Phone  _____ Parent's or Guardian's Address  _____ Phone  _____ Email
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