



RELEASE OF LIABILITY

READ CAREFULLY—THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activities organized by Chiang Mai Rock Climbing Adventures, Co., Ltd. ("CMRCA"), 55/3 Ratchapakhinai Road, T.Phra Singh, A.Muang, Chiang Mai 50200, THAILAND, and/or use of the property, facilities, equipment and services of CMRCA,,

I agree for myself and (if applicable) for the members of my family, to the following:

I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by CMRCA, including their employees, representatives or agents.

1. I recognize that there are certain inherent risks associated with the activity(s) and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge CMRCA for injury, loss, or damage arising out of my or my family's use of equipment or presence upon the facilities of CMRCA, whether caused by the fault of myself, my family, CMRCA or other third parties.
2. I certify that I am physically fit, have sufficiently prepared or trained for participation in the activities, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in the activity(s).
3. I understand that it is my responsibility to provide all the necessary equipment for participation in the activity and that it will meet UIAA standards for climbing and mountaineering equipment. I acknowledge that helmets are REQUIRED when climbing, belaying or standing in the climbing zones.
4. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during the activity(s).
5. I agree to indemnify and defend CMRCA against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of equipment or presence upon the facilities of CMRCA.
6. I agree to pay for all damages to the facilities and or equipment of CMRCA caused by my or my family's negligent, reckless, or willful actions.
7. I agree to grant CMRCA unrestricted use of any images and/or video taken of me in the course of participating in the activity(s) for display and promotional use including but not limited to internet website pages, advertising, exhibitions, contests, stock photography, or any other purpose at its discretion.

8. Any legal or equitable claim that may arise from participation in the above shall be resolved under Thai law.
9. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that CMRCA has offered to refund any fees I have paid to use its equipment and facilities if I choose not to sign this Agreement.
10. In the event that ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
11. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
12. Any dispute, controversy or claim arising out of or relating to this contract or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the Thai Arbitration Institute, Office of the Judiciary, applicable at the time of submission of the dispute to arbitration, and the conduct of the arbitration thereof shall be under the auspices of the Thai Arbitration Institute.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under Thai law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Name (required) :

Email (required) :

Age (required) :

Country of Residence (required) :

Nationality (required) :

Signature (required) :

Date (required) :

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Parent/Guardian Signature (If the Participant is under 18 years old, a Parent or Guardian must also sign) :

Date (Parent/Guardian Signature) :

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