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technical rock, ice, and snow climbing, are potentially hazardous and dangerous. Any person using our equipment in any manner is personally responsible for learning the proper techniques involved, and assumes all risks and accepts full and complete responsibility for any and all damages and injury of any kind, including death, which may result from the use of any equipment purchased through this catalog. Books and catalogs like this one can help, but they are no substitute for personal instruction by a qualified person well versed in all appropriate safety techniques.

This Agreement, your rights and obligations, our rights and obligations, and all actions contemplated by this Agreement will be governed by the laws of the United States of America and the State of Utah, without regard to principles of conflicts of law and as if this Agreement were a contract wholly entered into and wholly performed within the State of Utah. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

You agree to defend, indemnify, and hold harmless Black Diamond Equipment, Ltd. and its affiliates, successors and assigns, and its and their directors, officers, employees, agents, co-branders or other partners from and against any and all allegations, claims, demands, actions, causes of action, proceedings (whether threatened or pending), orders, damages, losses, liabilities, costs and expenses, including reasonable attorney's fees and other legal expenses, and judgments of any kind of nature, incurred by Black Diamond Equipment, Ltd. arising out of or relating to your use of the Website, your violation of this Agreement, or your violation of any rights of another.

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The failure of Black Diamond to enforce any provisions of this Agreement or respond to a breach by you or other parties shall not in any way waive its right to enforce subsequently any terms or conditions of this Agreement or to act with respect to similar breaches.

If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

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