

PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT ***READ BEFORE SIGNING***

Participant Name: _____

In consideration of being allowed to participate in any way in the Adventure and Team Building Program and all related events and activities including transport to and from the activities (hereafter called the **Program**), I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant during all phases of the activity, including the potential for permanent paralysis, disability and death. **These risks include but are not limited to:**

- a) Cold weather and heat related injuries and illnesses including frostnip; frostbite; hypothermia; heat exhaustion; heat stroke; altitude sickness; and, dehydration;
- b) "Acts of nature" which may include avalanche; rock fall; inclement weather; thunder and lightning; severe and/or varied wind speeds; temperatures; fire; flood; earthquake; and, all other weather conditions;
- c) River crossings; fording of river(s); and, travel, including travel to, during and from activities;
- d) Risk associated with crossing, climbing up or down-climbing of caves, trees, rock, snow and/or ice;
- e) Equipment maintenance or malfunction including the low team building elements, failure and/or operator error;
- f) My sense of balance; my physical coordination; my physical abilities and/or limitations; and, my ability to follow instructions;
- g) Attack by or encounter with insects, reptiles, and/or wild or domestic animals;
- h) Accidents or illnesses occurring in remote places where there are no available medical facilities;
- i) Uneven and un-groomed walking & riding trails with rocks, brush, fallen branches/trees,
- j) Fatigue, chill, and/or dizziness, which may diminish reaction time and increase the risk of an accident or injury; and,
- k) The availability and proficiency levels of backcountry rescue and medical treatment.

I acknowledge the description of these risks is not complete and that unknown or unanticipated risks may result in property damages, personal injuries, illness, or death. **I agree to wear and use as instructed any necessary safety equipment provided to me AND use as instructed. I recognize that failure to do so will increase the potential for severe injury or death and absolves the RELEASEES from any liability whatsoever.**

2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation in the Program.

3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

4. I recognize that it may be necessary for the **(Releasees)** to refuse or terminate my participation if I am judged to be incapable of meeting the rigors or requirements of the Program. I accept the **(Releasees)** right to take such actions for the safety of myself and/or other participants. I will not engage in any activity beyond my capabilities and will not cause any third party to be endangered by any of my actions during the program.

5. I warrant and represent that I am in good health and have no physical or mental limitations or problems that would affect my safe participation or the safety of others in the program and have not been advised otherwise by a qualified medical person.

6. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or my child/ward or provided by me for publicity, promotion, television, websites or any other use and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.

