

Recreational Activity Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement.

Please Read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with Recreational Activities.

I _____ do hereby affirm and acknowledge that I have been fully informed of
(Print first, middle last name)
the inherent hazards and risks associated with the recreational activity generally described as "**Technical Rock Climbing**", including the rental of equipment and transportation associated therewith of which I am about to engage in. Inherent hazards and risks include but are not limited to:
1. Risk of injury from the activity and equipment utilized is significant including the potential of permanent disability and death.
2. Possible equipment failure and /or malfunction of my own or others equipment.
3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, slips and falls, walking on uneven terrain, and being struck by rock fall or other objects dislodged or thrown from above.
4. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, trails or route location.
5. Attack by or encounter with insects, reptiles and/or animals.
6. Accidents or illness occurring in remote places where there are no available medical facilities.
7. Fatigue, chill, dizziness, which may diminish my/our reaction time and increase the risk of accident.
8. I understand that I will have the opportunity to wear a helmet and if I choose not to wear this protective device I am fully responsible for the consequences of this decision.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the activity(ies) described above and related activities hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property. WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees

Paragon Adventures LLC

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releases or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation of statements made by the releasees, other than what is set forth in the Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THIS I HAVE GIVEN UP LEGAL RIGHTS BY SIGING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Adult Participant

Print name

Date

Email Address: _____

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for the participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns and next of kin.

Signature of Parent or adult legal guardian if Participant Is a minor(s)

Print Name of Parent or guardian Date

Print Name of Minor

Office use only

Program _____

Photo CD sent/ delivered _____

Email photos loaded _____ # _____

Zip tour video sent _____ You tube video loaded _____

PROTECTIVE HEADGEAR REFUSAL AGREEMENT

Please read and be certain you understand the implications of signing.

I, FOR MYSELF AND/OR ON BEHALF OF MY CHILD OR LEGAL WARD, HAVE BEEN FULLY WARNED AND ADVISED BY _____ THAT WE SHOULD WEAR A PROPERLY FITTED HELMET IN ORDER TO REDUCE SOME OR ALL OF OUR HEAD INJURIES AS THE RESULT OF A FALL OR ANY OTHER OCCURRENCE ASSOCIATED WITH THIS HAZARDOUS ACTIVITY. WE REALIZE THAT WE ARE SUBJECT TO INJURY FROM THIS ACTIVITY TO WHICH WE ARE EXPOSING OURSELVES PURELY VOLUNTARILY.

AGAINST THIS ADVICE, WE ARE REFUSING THIS CRITICAL SAFETY PRECAUTION.

I / WE THE UNDERSIGNED, HAVE READ THE FOREGOING STATEMENT AND DO UNDERSTAND IT'S WARNINGS AND ASSUMPTION OF RISKS.

S/ _____
Signature of Adult Rider

_____ Name of Adult Rider (Please Print)

_____ Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/ her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/ her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/ _____
Signature of Parent or adult legal Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.

_____ Name of Parent or adult legal Guardian (Please Print)

_____ Date

_____ Minor's Full Name

_____ Date