

Apex Adventure Alliance, L.L.C

PARTICIPANT'S PERSONAL INFORMATION

(Please print)Name	Date of Birth	
First Last Home Address	MI	
Street City	State Zip	
MaleFemale Height Weight		
Home Phone ()		
E-mail address (Please print clearly)		
Custodial parent/guardian	Phone ()	_
Emergency contact	Phone ()	_
Address City	State Zip	-
INSURANCE INFORMATION Is the participant covered by medical insurance? (circle) Carrier or plan name		
Is the participant covered by medical insurance? (circle)	Group #	
Is the participant covered by medical insurance? (circle) Carrier or plan name	t be answered to participate)	
Is the participant covered by medical insurance? (circle) Carrier or plan name MEDICAL INFORMATION (All questions must Allergies List all known, describe reaction and managem Medical Allergies (list)	t be answered to participate)	
Is the participant covered by medical insurance? (circle) Carrier or plan name MEDICAL INFORMATION (All questions must Allergies List all known, describe reaction and managem Medical Allergies (list)	Group # t be answered to participate) ent of the reaction	
Is the participant covered by medical insurance? (circle) Carrier or plan name MEDICAL INFORMATION (All questions must Allergies List all known, describe reaction and managem Medical Allergies (list)	the answered to participate) ent of the reaction	

Are you allergic to Bee stings? (Circle one) Yes - No - Don't Know

Apex Adventure Alliance, L.L.C.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR MOUNTAINEERING, BOULDERING, ROCK CLIMBING, INDOOR CLIMBING AND/OR SWIMMING

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

I, (Print First Name, Middle Name & Last Name) do hereby	
affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with	
Mountaineering, Bouldering, Rock Climbing, Indoor Climbing and/or Swimming activities, transportation	of
equipment related to the activities, and traveling to and from activity sites, which inherent hazards and ri	sks
include, but are not limited to*:	

- 1. Risk of injury from the activity and equipment utilized in Mountaineering, Bouldering, Rock Climbing, Indoor Climbing, and/or Swimming is significant including the potential for permanent disability and death.
- 2. Possible equipment failure and/or malfunction of my own or others' equipment.
- 3. My own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of Apex Adventure Alliance, including but not limited to operator error.
- 4. Injury to hands, fingers, feet and toes including but not limited to inflammation and/or strain of muscles ligaments, and/or tendons, nerve damage or compression, and broken bones.
- 5. Injuries from falling may occur from exposure to high altitude, which may affect judgment and coordination, or from not paying close attention to your climbing or others climbing with or near you.
- 6. Broken bones, severe injuries to the head, neck, and back which may result in severe physical impalement or even death.
- 7. Injuries or death while swimming, without supervision and/or a lifeguard being present, and/or without flotation devices or life vests.
- 8. Discharge of weapon in or near the area of activity.
- 9. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
- 10. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature or weather conditions.
- 11. Attack by or encounter with insects, reptiles, and/or animals.
- 12. Accidents or illness occurring in remote places where there are no available medical facilities.
- 13. Fatigue chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
- 14. My sense of balance, physical coordination, and ability to follow instructions.

* I HAVE REVIEWED THE LIST OF INHERENT HAZARDS AND RISKS REFERRED TO, ABOVE.
I UNDERSTAND THE DESCRIPTION OF THESE RISKS IS NOT COMPLETE AND THAT
UNKNOWN OR UNANTICIPATED RISKS MAY RESULT IN INJURY, ILLNESS, OR DEATH.

WITH THIS UNDERSTANDING, AND IN CONSIDERATION FOR BEING PERMITTED TO PARTICIPATE IN MOUNTAINEERING, BOULDERING, ROCK CLIMBING, INDOOR CLIMBING, AND/OR SWIMMING AND/OR RELATED ACTIVITIES, I HEREBY <u>ASSUME ALL</u> RISKS ASSOCIATED THEREWITH AND HEREBY AGREE AND ACKNOWLEDGE:

1. I HEREBY RELEASE, HOLD HARMLESS, AND AGREE TO INDEMNIFY, 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 person or entities, hereinafter referred to as Releases:

Apex Adventure Alliance, L.L.C., and any subsidiaries, affiliated corporations, divisions, agents, predecessors, successors, and insurers, of Apex Adventure Alliance, L.L.C., and all such entities' officers, directors, employees, and other agents (the "Releasees")

- 2. **I HEREBY <u>RELEASE</u>**, <u>HOLD HARMLESS</u>, <u>AND AGREE TO <u>INDEMNIFY</u></u> Releasees 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 Releasees or otherwise. By executing the 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 or statements made by the Releasees, other than what is set forth in this 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, WAIVER OF CLAIMS, EXPRESS ASSUMPTION C)F
RISK AND INDEMNITY AGREEMENT FOR MOUNTAINEERING, BOULDERING, ROCK	
CLIMBING, INDOOR CLIMBING AND/OR SWIMMING, AND FULLY UNDERSTAND ITS TERMS	S,
AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT	ľ
FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.	

Signature of Participant	Printed Name	Date

DECLARATION OF FITNESS

FOR MOUNTAINEERING, BOULDERING, ROCK CLIMBING, INDOOR CLIMBING AND/OR SWIMMING

I hereby declare that I am physically fit and that I do not, and have not, suffered from any of the following conditions, which I understand may lead to dangerous situations with regard to other persons or myself during Mountaineering, Bouldering, Rock Climbing, Indoor Climbing and/or Swimming activities: Epilepsy fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs. I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having terminal illness.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of Mountaineering, Bouldering, Rock Climbing, Indoor Climbing and/or Swimming activities, I will notify the Instructor/Guide/Spotter immediately before moving any further.

Signature of Participant	Printed Name		Date
Address of Adult Participant Contact		Phone Number	