

# Apex Adventure Alliance, L.L.C

## PARTICIPANT'S PERSONAL INFORMATION

(Please print)Name			Date of Birth		
First	Last	MI			
Home Address Street	City	State	Zip		
	-		·		
Male Female Hei	ghtWeight				
Home Phone ()					
E-mail address (Please print clea	rly)				
Custodial parent/guardian		Phone (	)		
Emergency contact		Phone (	)		
Address					
Street	City	State	Zip		
INSURANCE INFORM Is the participant covered by med Carrier or plan name	dical insurance? (circle)		No #		
MEDICAL INFORMAT	Γ <b>ΙΟΝ</b> (All questions must	be answered to	participate)		
Allergies List all known, describ	e reaction and manageme	nt of the react	tion		
Medical Allergies (list)					
Food allergies (list)					
Other allergies (list) – include i	nsect bites, hay fever, asth	ma, etc.			
Are you allergic to bee stings? [ ] Yes [ ] No [ ] Don't Know					

### DECLARATION OF FITNESS TO MOUNTAINEER/WALL CLIMB

I hereby declare that I am physically fit. 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 and/or wall climbing 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 and/or wall climbing activities, I will notify the Instructor/Guide/Spotter immediately before moving any further.

Printed Name of Adult Participant	Date
	Phone Number
NORITY AGE:	
Printed Name of Parent/ Guardian	Date
	 Date
	Date
•	, •
Only (upon full and correct comp	
	Printed Name of Adult Participant  INORITY AGE:  Printed Name of Parent/ Guardian  Printed Name of Parent/ Guardian  Printed Name of Parent/ Guardian



## Apex Adventure Alliance, L.L.C.

# MOUNTAINEERING, ROCK CLIMBING AND INDOOR CLIMBING 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 Mountaineering, Climbing, and Related Activities.

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, Rock Climbing and Indoor Climbing activities, transportation of equipment related to the activities, and traveling to and from activity sites 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 in Mountaineering, Rock Climbing and Indoor Climbing 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. Discharge of weapon in or near the area of activity.
- 8. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
- 9. 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.
- 10. Attack by or encounter with insects, reptiles, and/or animals.
- 11. Accidents or illness occurring in remote places where there are no available medical facilities.

- 12. Fatigue chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
- 13. My sense of balance, physical coordination, and ability to follow instructions.
- 14. Contraction of or exposure to airborne illness and infectious disease.
  - \* 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 any way in Mountaineering, Rock Climbing and Indoor Climbing and related activities, I 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 person or entities, herein referred to as releasees.

### Apex Adventure Alliance, L.L.C.

Owner (Company and/or Person)

- 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 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 AND ASSUMPTION OF RISK AGREEMENT,
AND FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL
RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY
INDUCEMENT.

S/		
Signature of Participant	Printed Name of Adult Participant	Date

### 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.

S/Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.	Printed Name of Parent/ Guardian	Date
Name of Minor (Please Print)		Date
FOR PARTICIPANTS OF MINORIT	TY AGE:	
This is to certify that I, as Parent, Gu participant, do consent and agree not condemnify the Releasees for any and all myself, my heirs, assigns, and next of ki	only to his/her release of all Release liabilities incident to his/her involu	asees, but also to release and
S/Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.	Printed Name of Parent/ Guardian	Date
Name of Minor (Please Print)		Date

