



PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK WAIVER TRAIL RHYTHMS, LLC

I UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE TRAIL RHYTHMS, LLC (“LLC”), ITS OWNERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, AND ASSOCIATED PERSONNEL, HEREINAFTER REFERRED TO AS “RELEASED PARTIES”, AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF THE FOLLOWING, OR ANY OTHER ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE.

1. I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH ROCK CLIMBING, RAPPELLING, CANYONEERING, HIKING, AND OTHER OUTDOOR ADVENTURE RELATED ACTIVITIES, including but not limited to, equipment failure, falling, puncture wounds, broken bones, bruising, perils of the wilderness, harm caused by plants and animals (including stings, bites, and attacks), slippery rock surfaces, acts of fellow participants, entering and exiting climbing harnesses, boarding or disembarking vehicles, and even dismemberment, paralysis, and death. I HEREBY ACKNOWLEDGE AND ASSUME SUCH RISKS.

2. I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO.

3. I assert that I am physically fit to rock climb, boulder, repel, hike, and participate in the various activities offered by the LLC, and I will not hold the Released Parties responsible if I am injured as a result of ANY problems (medical, accidental, or otherwise) which occur while rock climbing, bouldering, repelling, hiking, or otherwise participating in the activities on the trip.

4. I will not remove my safety harness, or other related safety devices, at any time while participating in the related activities. I acknowledge that doing so will constitute a violation of safety rules and procedures for which I expressly assume the risk.

5. I fully understand that the LLC has limited medical facilities and that in the event of illness or injury appropriate medical care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical facility. I AGREE IN ADVANCE TO THESE CONDITIONS.

6. The LLC or Released Parties have made no representation to me, implied or otherwise, that they or their crew can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid, I would like assistance and will not hold the Released Parties, their crew, or fellow participants responsible for their actions in attempting the performance or rescue or first aid.

7. IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELEASE ALL RELEASED PARTIES AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY GROSS NEGLIGENCE OR WILFULL MISCONDUCT AND I ASSUME ALL RISK IN CONNECTION WITH ROCK CLIMBING, BOULDERING, REPELLING, HIKING, AND OTHER ACTIVITIES, INCLUDING THE MAINTENANCE OF THE EQUIPMENT OR ORGANIZATION OF THE ACTIVITIES.

8. I have carefully read this waiver in its entirety, fully understand its contents, and agree to the terms and conditions of this contract on behalf of myself, my heirs, and my personal representatives. This document constitutes the final and entire agreement between Released Parties and the undersigned. There are NO WARRANTIES, expressed or implied, which extend beyond the description of the activities listed in this contract. THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT.

I have read this contract, am aware that it is a release of liability and indemnification, and a contract between myself and the Released Parties. I sign it of my own free will and agree to be bound by its terms, from the date of my signature, forever into the future.

Signature of Participant

Date

Telephone

Print Name

Address

City, State, Zip Code

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all Releases and, for myself, my child, all heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the involvement or participation in these programs as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES TO THE FULLEST EXTEND PERMITTED BY LAW.

Signature of Parent or Guardian

Print Name of Parent or Guardian

Date