



## PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of Rubicon Outdoors, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "RO"), I hereby agree to release, indemnify, and discharge RO, on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge and understand that my participation in outdoor adventure based activities such as rock climbing mountaineering, sea kayaking, hiking, camping, and backpacking entails known, unknown, and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity provided by RO. Furthermore, RO guides/ instructors/facilitators have difficult jobs to perform involving judgment of the weather, the elements, or the terrain. They must also make judgments when providing warnings or instructions. Equipment being used may malfunction.
2. I expressly agree and promise to accept and assume all of the risks in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks and with knowledge and understanding of the risks.
3. I hereby knowingly and voluntarily release, forever discharge, and agree to indemnify and hold harmless RO from any and all claims, demands, causes of action, which are in any way connected with my participation in this activity or my use of RO's equipment or facilities, including any such claims which allege negligent acts or omissions of RO.
4. Should RO, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless from all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume the risk of and bear the costs that may result, directly or indirectly, from any such condition.
6. In the event that I file a lawsuit against RO, I agree to do so solely in the State of California, and I further agree that the substantive law of California shall apply in that action without regard to the conflict of law rules of California. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I understand and acknowledge that if I (or in the case of a minor, my child) is hurt or is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against RO on the basis of any claim from which I have released them herein. As the parent or guardian of \_\_\_\_\_ ("Minor"), in consideration of RO permitting the Minor to participate in RO activities, the undersigned, knowingly and voluntarily consent to that participation and on behalf of the Minor agree to defend RO and to indemnify and hold RO harmless from any and all claims that may be brought by or on behalf of the Minor, which are in any way related to the participation of the Minor in RO activities.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Street Address

City State Zip

Phone (\_\_\_\_) \_\_\_\_\_

Parent/Guardian's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Relationship to Minor \_\_\_\_\_

Parent/Guardian's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Relationship to Minor \_\_\_\_\_