



\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant

#### **PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK**

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

1. I acknowledge that all activities entail known and **unanticipated risks** that could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. **I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things:** abrasions from welded and unfinished metal; rented equipment failure; falling to the ground, on other users, or being fallen on by other participants; abrasions from the ropes, pads, spear throwing, tires or the floor; equipment failure; climbing or performing stunts out of control or beyond one's personal limits; the negligence of other participants, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over training; head injuries; triggering claustrophobia; injury or discomfort from stress; or my own negligence. Furthermore, EVO employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in the activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless EVO, from any and all claims, demands, or cause of action, which are in any way connected with participation in this activity or my use of EVO's equipment of facilities, **including any such claims which allege negligent acts of omissions of EVO.**
4. Should EVO, 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 for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage myself. I may cause or suffer while participating, or else I agree to bear to costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against EVO, I agree to do so solely in the state of Arizona, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of the state. 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.
7. I am liable of participating at my own risk.

**By signing this document, I acknowledge that if anyone is hurt or property 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 EVO on the basis of any claim from which I have released them herein. 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.**

Participant Name: \_\_\_\_\_ Participant Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Birth date: \_\_\_\_\_

Email address: \_\_\_\_\_

#### **PARENT'S OR GUARDIANS ADDITIONAL INDEMNIFICATION (MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by IS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless IS from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation by minor.

Parents Signature: \_\_\_\_\_

Print name: \_\_\_\_\_ Date: \_\_\_\_\_

Guardian Signature: \_\_\_\_\_

Print name: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Minors:

Name: \_\_\_\_\_ Birth date: \_\_\_\_\_

Name: \_\_\_\_\_ Birth date: \_\_\_\_\_

Name: \_\_\_\_\_ Birth date: \_\_\_\_\_