

Red Rock Adventure Company

*doing business as****Red Rock Climbing Center Outdoor Guide Service*****PARTICIPANT AGREEMENT****INCLUDING ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS AND****AGREEMENT OF RELEASE AND INDEMNITY**

Participant Name (Please Print) _____

Please read this document carefully. It affects your legal rights in the event you suffer an injury, illness or property loss in connection with your Red Rock Climbing Center Outdoor Guide Service trip or activity. If you have any questions please consult us and/or your attorney. All adult and minor (under 18 years of age) participants must sign. If the participant is a minor, a parent or legal guardian (each referred to in this document as "Parent") of the minor participant must also sign, as evidence of the Parent's acknowledgement and agreement to the following, on Parent's behalf, and on behalf of the minor participant. (In this document, "I" or "me" refers to all who sign below unless otherwise indicated.)

In consideration of the services of Red Rock Climbing Center Outdoor Guide Service ("RRCCOGS"), I acknowledge and agree, for myself and on behalf of a minor participant for whom I sign as parent or guardian, as follows:

DESCRIPTION OF ACTIVITIES AND RISKS

Although Red Rock Climbing Center Outdoor Guide Service has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy activities for which I may not be skilled, I understand and acknowledge that these activities have risks, including certain risks that cannot be eliminated without destroying the unique character of the activities. The same elements that contribute to the unique character of these activities can cause loss or damage to equipment and personal property, accidental injury, illness, or in extreme cases, permanent trauma, disability or death. Red Rock Climbing Center Outdoor Guide Service does not want to frighten its participants or reduce their enthusiasm, but believes it is important for them and their families to know in advance what to expect, and to be informed of the activities' inherent risks. Below is a description of some, but not all, of those risks.

☐ Participants in RRCCOGS's trips and climbs (hereinafter "activities") spend substantial time outdoors, where they are subject to numerous and varied risks, dangers and hazards (hereinafter collectively referred to as "risks"), including environmental risks. The kinds of activities RRCCOGS participants engage in vary from trip to trip, and are often strenuous, both physically and emotionally.

☐ Medical facilities are remote, typically many hours distant. Communication and transportation are difficult and sometimes evacuations and medical care may be significantly delayed or unavailable.

- ☐ All RRCCOGS activities require travel, which can be by motorized vehicle and on foot over improved and unimproved roads, rugged trails and off-trail terrain, including boulder fields, brush-filled trails, downed timber, snow and ice, steep slopes, rock cliffs, scree (fields of rocks, head-size or smaller, found at the base of cliffs and hillsides) and talus (fields of rocks, larger than scree) slopes, and slippery rocks all in a desert setting. Risks associated with travel include, for example, collision with stationary or moving objects, falling, and other risks usually associated with such travel, including environmental risks.
- ☐ Environmental risks include loose, falling and rolling rock; lightning, extreme winds, fire, exposure to intense heat and cold; snow, rock and ice, and mass movement of earthen material, forces of nature, including weather which may suddenly change to extreme conditions without advance warning; flash floods, moving, deep and/or cold water; insects, snakes, and predators, including large animals. Possible injuries and illnesses include, without limitation, hypothermia, frostbite, sunburn, heatstroke, thermal burns, dehydration, stomach and intestinal disorders, sprains, strains and fractures, cuts, scrapes and other wounds and trauma to the head and body, and other mild or serious conditions including permanent trauma, disability or death.
- ☐ Despite reasonable care, maintenance and use, equipment (including items essential for the safety of the user) may fail, malfunction, fail to perform to manufacturer's standards or cause injury.
- ☐ Liquid and/or compressed gas stoves, may be used to prepare meals and boil water for hot drinks. Water often requires boiling or other treatment such as chemical disinfection or filtration before use. In addition to the environmental and travel risks described above, other risks and hazards include but are not limited to burns, cuts, slips, falls, lifting, and diarrhea and flu-like illness.
- ☐ Decisions are made by the guides and participants usually in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment. Misjudgments may pertain to, among other things, a participant's capabilities, environment, terrain, water and weather conditions, natural hazards, routes and medical conditions.
- ☐ Careless or reckless behavior on the part of other participants, despite adequate supervision, as well as careless or reckless behavior by third parties may result in injury, permanent disability, death, property damage or a change of plans.
- ☐ In certain circumstances, participants in RRCCOGS's activities may be unsupervised or left alone for varying and possibly extended periods of time, and may be out of visual or audible range of the guide. Participants may be required to travel alone, without the direct supervision of the guide.
- ☐ RRCCOGS's activities may require a degree of skill and knowledge not required in other activities, and participants have responsibilities for managing the risks to which they and others are exposed. RRCCOGS's activities should be considered exploratory and include the possibility of unexpected conditions and challenges. I acknowledge the staff of RRCCOGS has been and is available to more fully explain the nature and physical demands of activities in which the participant will be engaged, and the inherent and other risks associated with them.

ACKNOWLEDGEMENT AND ASSUMPTION OF INHERENT AND OTHER RISKS

I, Participant (adult or minor) and Parent of a minor participant (for myself and on behalf of the minor participant), acknowledge that the description above of inherent risks is not complete and that other unknown or unanticipated risks, inherent and otherwise, may result in property loss, injury, illness or death. I acknowledge that Participant's involvement in the RRCCOGS activity is purely voluntary, and in spite of, and with knowledge of, the inherent and other risks involved. I certify that I am fully capable of participating in this activity. **I expressly acknowledge and assume the inherent risks described above, and all other inherent risks of Participant's involvement in RRCCOGS activities. In addition, except with respect to an injury or other loss that occurs on lands whose rules or regulations prohibit my doing so, I expressly assume ALL OTHER risks of Participant's involvement in RRCCOGS activities, inherent or otherwise, and whether or not described above.**

(NOTE TO CLIENT AND TO PARENT IF CLIENT IS A MINOR) The U.S. National Park Service and certain other federal land management agencies do not allow permit holders such as RRCCOGS to be released by their clients and participants from liability for negligent conduct. On those lands, RRCCOGS is limited to the acknowledgment and assumption of risks, as provided above. Participant's trip or program may include travel and activities off these public lands. For such activities, RRCCOGS seeks an assumption of ALL (not only inherent) risks and, in addition, the following Agreement of Release and Indemnity. Please read the following agreement carefully.

AGREEMENT OF RELEASE AND INDEMNITY

If I am an adult Participant or the Parent of a minor Participant I agree, for myself and on behalf of the minor Participant for whom I sign, as follows:

I HEREBY AGREE TO RELEASE, INDEMNIFY ("indemnify" meaning to defend, and to pay or reimburse), AND HOLD HARMLESS THE RED ROCK ADVENTURE COMPANY, its owners, officers, agents, employees and contractors ("Released Parties"), with respect to any and all claims of injury, disability, death, or other loss or damage to person or property suffered by me, by a minor participant for whom I sign, by a member of my family, a rescuer, co-participant, or any other person, arising in whole or part from my, or the minor child's, enrollment or participation in an activity of RRCCOGS, WHETHER ARISING FROM THE NEGLIGENCE OF A RELEASED PARTY OR OTHERWISE, to the fullest extent permitted by law.

OTHER PROVISIONS

If I am an adult Participant or the Parent of a minor Participant, I further acknowledge and agree, for myself and on behalf of the minor Participant for whom I sign, as follows:

I certify that I am fully capable of participating in this activity. I have no past or current physical or psychological condition that might affect my participation in the activity, other than as described on the medical form. I am able to participate without causing harm to myself, or to others. Any medical information given to RRCCOGS is accurate and all pertinent medical conditions have been disclosed. I also agree to inform RRCCOGS of any undisclosed medical condition that arises prior to the commencement of the activity.

RRCCOGS is authorized to obtain or provide emergency hospitalization, surgical or other medical care for the Participant. Any such third-party medical care provider is authorized to exchange pertinent medical information with RRCCOGS. Costs reasonably associated with medical services, including evacuation, shall be borne by the Participant, if an adult, or Parent of a minor Participant. Any dispute between RRCCOGS and me and/or my parents or guardian shall be governed by the substantive laws (not including the laws which might apply the laws of another jurisdiction) of the State of Nevada, and any mediation or suit shall occur or be filed only in the State of Nevada.

If the parties to this agreement have a legal dispute which cannot be settled amicably by negotiation, the parties will attempt to settle the dispute through mediation before a mutually acceptable mediator whose name appears on the registry of names recognized by Nevada courts as qualified persons for mediation assignments. To the extent mediation does not produce a resolution, the dispute will be submitted to binding arbitration through the American Arbitration Association in Nevada. I agree to pay all costs and attorneys' fees incurred by RRCCOGS in defending a claim or suit, if the claim or suit is withdrawn or to the extent a court or arbitration determines that RRCCOGS is not responsible for the injury or loss.

If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless will be in full force and effect. This agreement is entered into voluntarily, after careful consideration and is binding upon the persons signing below, their heirs, executors, administrators, wards, minor children and other family members. Its terms may be varied only by a separate written instrument signed by the parties.

THE PARTICIPANT AND THE PARENT(S) OR GUARDIAN OF A MINOR PARTICIPANT HAVE READ THIS PAGE AND THE PREVIOUS 3 PAGES OF THIS DOCUMENT AND UNDERSTAND AND AGREE TO ITS TERMS, INCLUDING THE ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, AGREEMENT OF RELEASE AND INDEMNITY AND THE ADDITIONAL PROVISIONS, ABOVE.

Participant Signature/Age/Date: _____/_____/_____

Printed Name: _____

At least one parent (or guardian) must sign below if the Participant is under 18 years of age in order to reflect their understanding and agreement, for themselves and on behalf of the minor, to the provisions of this document, including, though not exclusively, their agreements to release and indemnify Released Parties.

Parent/Guardian Signature/Age/Date: _____/_____/_____

Printed Name: _____

MAILING ADDRESS OF PARENT OR GUARDIAN:

PHONE:

E-Mail (Optional)

PARTICIPANT MEDICAL INFORMATION FORM

We ask for this information so that our staff will know in advance of special medical conditions you may have, rather than learning about them in a crisis. Also, in the event of serious injury or illness, this form provides emergency medical personnel with a useful medical history. After reviewing this form, a RRCCOGS guide may contact you to discuss whether the trip will be safe and enjoyable for you considering your medical history.

We will keep the information on this form confidential. It will be seen only by staff, medical personnel, or others who know and understand its confidential nature. The form will be retained along with your liability waiver for at least one year following the trip, after which it will be destroyed. If you choose not to go on the trip, this form may be destroyed immediately.

PARTICIPANT INFORMATION

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home phone: _____ Work phone: _____ Cell phone: _____

Date of Birth: _____ Sex: _____ Height: _____ Weight: _____

If you carry medical insurance, please provide the name of your provider and policy or member number.

EMERGENCY CONTACT INFORMATION

Name: _____ Relationship: _____

Home phone: _____ Work phone: _____ Cell phone: _____

Please complete all parts of this medical information form and return it to the Red Rock Climbing Center Outdoor Guide Service before the date of your scheduled activity. The RRCCOGS uses this information to help us understand your needs and accommodate you during your climbing experience. Please circle "YES" or "NO" for each item. Each question must be answered. Please provide specific information regarding each condition, illness or injury including dates if appropriate for all "YES" answers.

GENERAL MEDICAL HISTORY

Name: _____

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| 1. Do you have a history of respiratory problems or asthma? | Yes | No |
| Is the asthma well-controlled by an inhaler or other medication? | Yes | No |
| If you have asthma, when was your last attack? | | |
| Briefly describe what triggers an attack? | | |

Note: If you use an Inhaler, please bring one with you.

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| 2. Do you have a history of problems with balance, dizziness, loss of consciousness or seizures? | Yes | No |
| If yes, please explain: | | |

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| 3. Do you see a physician on a regular basis for any medical condition? | Yes | No |
| If yes, please describe the issue and provide contact information for the physician. | | |

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| 4. Have you been hospitalized in the past five years? | Yes | No |
| If yes, for what condition? | | |

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| 5. Do you currently have or do you have a history of any muscular-skeletal injuries (e.g. muscle/tendon injuries, joint injuries, including sprains or back injuries)? | Yes | No |
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| 6. Do any of these current or past injuries limit your capacity for physical activity? | Yes | No |
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| 7. Do you currently have or do you have a history of any known allergies, including: foods, medications and insect bites or stings? | Yes | No |
| If so, what causes the allergic reaction? | | |

Note: If you have been prescribed an epinephrine injector for an allergic condition, please bring it with you. RRCCOGS does not stock epinephrine in its First Aid Kits.

MEDICATIONS

(Attach additional sheet(s) if necessary.)

Name: _____

1. Are you taking any prescription or non-prescription medications? Yes No

Please provide the following information for any medications you are taking:

Medication:

Dose/Frequency:

Known Side Effects/Interactions:

Restrictions:

For what condition?

Note: If you will need to take a prescription medication during your RRCCOGS activity, please bring it with you.

2. Do you have a history of any medical condition, disease or disorder not described above? Yes No

If yes, please explain.

3. Do you have any conditions that would limit your participation in rock climbing activities? Yes No

If yes, please explain.

SIGNATURES

"Yes" answers to any of the questions on this form do not automatically exclude a participant from a RRCCOGS activity. However, the RRCCOGS, at its sole discretion, may not allow individuals to participate in any activities that could have a reasonable likelihood of causing harm to the participant or others due to a medical, physical or psychological condition. Failure to report current and pertinent medical information could result in injury or illness or compound an existing injury or illness to any participants involved in a RRCCOGS activity.

Participant Printed Name: _____ Signature _____

Date _____

Printed Name of Parent or Guardian: _____ Signature: _____

Date _____

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PARTICIPANT AGREEMENT

USE OF PERSONALLY-OWNED EQUIPMENT

The RRCCOGS recognizes that some participants may have personally owned climbing equipment. The RRCCOGS also recognize participants will develop a comfort level with their own equipment and may choose to use that equipment instead of the equipment provided by the RRCCOGS.

I understand the Red Rock Climbing Center Outdoor Guide Service has taken reasonable steps to provide me with appropriate equipment for use in my selected climbing activity. However, I have personally owned gear and hereby voluntarily choose to use my own personal equipment as described below.

PERSONALLY-OWNED HELMET RELEASE

(Read and Sign If you will wear a personally owned helmet.)

I voluntarily choose to wear my personally owned helmet and accept personal responsibility for damage and injuries that may occur as a result of wearing my personal helmet. I hereby acknowledge I have cared for and inspected this piece of equipment in accordance with the manufacturer's recommendations.

Participant Printed Name: _____ Signature _____

Date _____

Printed Name of Parent or Guardian: _____ Signature: _____

Date _____

PERSONALLY-OWNED HARNESS RELEASE

(Read and sign only if you elect to use a personally owned harness.)

I voluntarily choose to wear my personally owned harness and accept personal responsibility for damage and injuries that may occur as a result of this decision. I hereby acknowledge I have cared for and inspected this piece of equipment in accordance with the manufacturer's recommendations.

Participant Printed Name: _____ Signature _____

Date _____

Printed Name of Parent or Guardian: _____ Signature: _____

Date _____

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PARTICIPANT AGREEMENT

**RELEASE REGARDING PHOTOGRAPHS AND OTHER RECORDINGS
CAPTURED DURING ANY RED ROCK CLIMBING CENTER OUTDOOR GUIDE SERVICE ACTIVITY**

In consideration of the services provided to me by the Red Rock Adventure Company (RRAC), and the Red Rock Climbing Center Outdoor Guide Service (RRCCOGS), I hereby agree:

- 1) The RRCCOGS activities in which I am participating may be video taped, audio taped and/or photographed and that I may be distinguishable in these videotapes, audiotapes or photographs.
- 2) The above referenced photos, audiotapes and/or videotapes may be used for informational, promotional and any other purposes connected with the corporate purposes of the RRAC and the RRCCOGS. I agree that RRAC may use my image, voice or likeness in any materials it chooses and for these purposes without further notification or compensation to me.
- 3) The terms of this agreement may be revoked by me within three (3) business days of my completion of the RRCCOGS activity in which I participate by written notification, sent certified mail, return receipt requested, to the address below. If I do not revoke this Agreement within the above stated revocation period, in the manner set forth, I agree to indemnify and hold harmless the RRCCOGS, its affiliates, agents, officers, directors, managers, successors in interest and volunteers for any claims, damages, demands, chooses in action, judgments, awards or injuries (whether to person or property) arising out of the RRCCOGS' use of my likeness, image or voice, including but not limited to claims based on rights of publicity or privacy.
- 4) I acknowledge that I am at least eighteen (18) years of age and have full capacity to execute this document, or that I have had this Agreement read and signed by an adult parent or guardian.

THIS IS A LEGALLY BINDING DOCUMENT. PLEASE READ CAREFULLY BEFORE SIGNING.

Participant Printed Name: _____ Signature _____

Date _____

Printed Name of Parent or Guardian: _____ Signature: _____

Date _____