



## Vertical Voyages Participant Release Acknowledgment of Risk Agreement

I, the undersigned, in consideration of the services of Jon Richard, Vertical Voyages, LLC, its officers, employees, agents or representatives (hereinafter referred to collectively as "VV"), hereby release and discharge VV on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property or to spectators or other third parties. The following describes some, but not all, of those risks:

Climbing trees or rocks, being belayed by any person/self, including employees of VV, falling upon any object intended or not intended as part of a climbing structure or tree. Any mishap as a result of negligence or other acts, howsoever caused, by any employee, agent or contractor of the school or VV, or its affiliates as a result of participant's engagement in any activity upon the premises of the school or VV. Any mishap during field trips to outdoor climbing areas and/or tree climbing areas, which include falls upon rock or trunks/branches, any equipment failure of any kind, or any other catastrophe regardless of negligence by any person, including VV employees, agents, or contractors. Furthermore, the school and VV 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.

Being aware that this activity entails known and unknown risks of injury to myself and a risk of injury to spectators or other third parties as a result of my actions, I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to myself, to others, or to my property arising from my participation in this activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of risks.

I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify the school and VV, its agents or employees, and all other persons or entities from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including specifically but not limited to the acts or omissions of the school and/or VV, its agents or employees, and all other persons or entities, for any and all injury, death, illness or disease, and damage to myself or to my property. Should the school or VV 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. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

I understand that at this event or related activities, **I MAY BE PHOTOGRAPHED**. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns.

My signature below indicates that I have read this entire document, understand it completely, understand that It affects my legal rights, and agree to be bound by its terms.

**Date:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Quarterly Newsletter: Y or N**

**Print Participants Name:** \_\_\_\_\_

**Participant Signature** \_\_\_\_\_

**Print Name of parent or guardian:** \_\_\_\_\_

**Signature of parent or guardian (if participant is under 18)** \_\_\_\_\_