



# Apex Adventure Alliance, L.L.C

## PARTICIPANT'S PERSONAL INFORMATION

(Please print) Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Home Address \_\_\_\_\_  
Street City State Zip

Male \_\_\_\_\_ Female \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_

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

E-mail address (Please print clearly)

Custodial parent/guardian \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Emergency contact \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_  
Street City State Zip

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## INSURANCE INFORMATION

Is the participant covered by medical insurance? (circle) Yes No

Carrier or plan name \_\_\_\_\_ Group # \_\_\_\_\_

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## MEDICAL INFORMATION *(All questions must be answered to participate)*

**Allergies** List all known, describe reaction and management of the reaction

**Medical Allergies** (list)

\_\_\_\_\_

**Food allergies** (list)

\_\_\_\_\_

**Other allergies** (list) – include insect bites, hay fever, asthma, etc.

\_\_\_\_\_

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**Are you allergic to Bee stings? (Circle one) Yes - No - Don't Know**

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# Apex Adventure Alliance, L.L.C.

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR MOUNTAINEERING, BOULDERING, ROCK CLIMBING, INDOOR CLIMBING AND/OR SWIMMING

**Please read and be certain you understand the implications of signing.**

I, \_\_\_\_\_ (Print First Name, Middle Name & Last Name) do hereby

affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Mountaineering, Bouldering, Rock Climbing, Indoor Climbing and/or Swimming activities, transportation of equipment related to the activities, and traveling to and from activity sites, which **inherent hazards and risks include, but are not limited to\***:

1. Risk of injury from the activity and equipment utilized in Mountaineering, Bouldering, Rock Climbing, Indoor Climbing, and/or Swimming is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. My own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of Apex Adventure Alliance, including but not limited to operator error.
4. Injury to hands, fingers, feet and toes including but not limited to inflammation and/or strain of muscles ligaments, and/or tendons, nerve damage or compression, and broken bones.
5. Injuries from falling may occur from exposure to high altitude, which may affect judgment and coordination, or from not paying close attention to your climbing or others climbing with or near you.
6. Broken bones, severe injuries to the head, neck, and back which may result in severe physical impalement or even death.
7. Injuries or death while swimming, without supervision and/or a lifeguard being present, and/or without flotation devices or life vests.
8. Discharge of weapon in or near the area of activity.
9. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
10. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature or weather conditions.
11. Attack by or encounter with insects, reptiles, and/or animals.
12. Accidents or illness occurring in remote places where there are no available medical facilities.
13. Fatigue chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
14. My sense of balance, physical coordination, and ability to follow instructions.

**\* I HAVE REVIEWED THE LIST OF INHERENT HAZARDS AND RISKS REFERRED TO, ABOVE. I UNDERSTAND THE DESCRIPTION OF THESE RISKS IS NOT COMPLETE AND THAT UNKNOWN OR UNANTICIPATED RISKS MAY RESULT IN INJURY, ILLNESS, OR DEATH.**

**WITH THIS UNDERSTANDING, AND IN CONSIDERATION FOR BEING PERMITTED TO PARTICIPATE IN MOUNTAINEERING, BOULDERING, ROCK CLIMBING, INDOOR CLIMBING, AND/OR SWIMMING AND/OR RELATED ACTIVITIES, I HEREBY ASSUME ALL RISKS ASSOCIATED THEREWITH AND HEREBY AGREE AND ACKNOWLEDGE:**

- 1. I HEREBY RELEASE, HOLD HARMLESS, AND AGREE TO INDEMNIFY, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, **WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE**, the following named person or entities, hereinafter referred to as Releases: **Apex Adventure Alliance, L.L.C.**, and any subsidiaries, affiliated corporations, divisions, agents, predecessors, successors, and insurers, of Apex Adventure Alliance, L.L.C., and all such entities' officers, directors, employees, and other agents (the "Releasees")**
- 2. I HEREBY RELEASE, HOLD HARMLESS, AND AGREE TO INDEMNIFY Releasees from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns, may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the Releasees or otherwise. By executing the document, I agree to hold the Releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.**
- 3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Releasees, other than what is set forth in this Agreement. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.**

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**FOR PARTICIPANTS OF MINORITY AGE, PARENT OR LEGAL GUARDIAN MUST SIGN THE FOLLOWING CERTIFICATION AND AGREEMENT:**

This is to certify that I, as parent, Guardian, or Temporary Guardian, with legal responsibility for the participant, have reviewed the preceding **RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUPTION OF RISK AND INDEMNITY AGREEMENT FOR MOUNTAINEERING, BOULDERING, ROCK CLIMBING, INDOOR CLIMBING AND/OR SWIMMING**, and hereby consent and agree to the following minor participant's participation pursuant to the terms as set forth therein, and further hereby release, hold harmless and agree to indemnify Releasees from any and all liabilities incident to the minor participant's involvement in these programs, on behalf of such minor participant and on behalf of myself, and/or the heirs, assigns, and next of kin of minor participant and/or myself.

I hereby give my permission and consent to the taking of photographs, videotapes, and other images of me or the Minor without compensation.

NAME OF MINOR PARTICIPANT: \_\_\_\_\_  
(Please print)

\_\_\_\_\_  
**Signature of Parent or Guardian  
Of Minor Participant**

\_\_\_\_\_  
**Printed Name of Parent or  
Legal Guardian**

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

**DECLARATION OF FITNESS**  
**FOR MOUNTAINEERING, BOULDERING, ROCK CLIMBING,  
INDOOR CLIMBING AND/OR SWIMMING**

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**FOR PARTICIPANTS OF MINORITY AGE, PARENT OR LEGAL GUARDIAN MUST SIGN  
THE FOLLOWING CERTIFICATION AND AGREEMENT:**

This is to certify that I, as parent, Guardian, or Temporary Guardian, with legal responsibility for the participant, have reviewed the preceding **DECLARATION OF FITNESS**, and hereby confirm that the declaration is accurate and I hereby agree to the above-named minor participant's participation in the activities referred to, above, and further hereby release, hold harmless and agree to indemnify Apex Adventure Alliance, L.L.C. from any and all liabilities incident to the minor participant's involvement in these programs, on behalf of such minor participant and on behalf of myself, and/or the heirs, assigns, and next of kin of minor participant and/or myself.

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**Signature of Parent or Guardian  
Of Minor Participant**

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**Printed Name of Parent or  
Legal Guardian**

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**Date**

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**If you cannot sign the above declaration because of any of the above conditions, you  
must notify the Instructor/Guide/Spotter immediately before you climb.**

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