

Wilderness Outings

Assumption of Risks and Release of Liability

VOLUNTARY PARTICIPATION and ACCOUNTABILITY

I acknowledge that I have voluntarily applied to participate on the trip designated below. It is my choice to take part in this outing and I will be fully accountable for that choice by learning of the potential hazards involved in such a trip. I am, therefore, totally responsible for any consequences of my choice to go climbing, backpacking, hiking, or participate in any and all activities which may be a part of a Wilderness Outing.

Initial Here _____

ASSUMPTION OF RISK; RELEASE, WAIVER, INDEMNIFICATION and COVENANT NOT TO SUE

I am aware that outdoor adventures such as I am undertaking with Apogee Endeavors, LLC dba Wilderness Outings often entail hazardous activities in remote areas in the backcountry. I understand that these types of adventures are inherently dangerous and that there is risk of physical, emotional and mental injury (including death) and harm to anyone engaging in these activities. The risks and dangers include, but are not limited to: forces of nature; high altitude; harmful animals or vegetation; accident or illness without means of rapid evacuation or availability of medical care, treatment or supplies; physical exertion for which I am not prepared; slips on rough terrain; trips and falls; rockfall; equipment failure or injury or death caused by Apogee Endeavors, LLC dba Wilderness Outings, or their affiliates, officers, members, employees, independent contractors and other agents (hereinafter collectively "Wilderness Outings") or other outing participants. I acknowledge that these activities are beyond the accepted safety of life at home and work and that these inherent risks, indeed, contribute to such enjoyment and excitement of outdoor adventures, being a reason for my choice to participate. I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE, AND ACCEPT AND ASSUME ANY AND ALL SUCH RISKS, UNANTICIPATED EVENTS, ILLNESSES, INJURIES, EMOTIONAL TRAUMA OR DEATH.

Further, in order to induce you to accept my application to participate in this outing, I HEREBY RELEASE AND WAIVE ALL CLAIMS, ACTIONS, AND CAUSES OF ACTIONS which I might otherwise have against Wilderness Outings arising out of or from my physical, emotional or mental injury or death while participating in a Wilderness Outing resulting from the negligence, breach of warranty or strict liability of Wilderness Outings. I hereby agree that neither I, nor any of my heirs, personal or legal representatives, or family members will bring suit or make a claim for illness, injury or death resulting from the negligence, breach of warranty or strict liability of Wilderness Outings. I agree to indemnify and hold harmless Wilderness Outings from any liability or causes of action whatever arising from property damage, economic loss, personal injury or death, related to my participation in the activities, including, without limitation, any liability or causes of action based on, asserting, or caused by the negligence of Wilderness Outings or of any other persons. This release is binding upon my heirs, successors, assigns, legatees, administrators, and personal representatives.

Initial Here _____

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement or the performance thereunder, including without limitation any claim related to illness, injury or death, shall be settled by binding arbitration in Riverside, California, in accordance with the rules of the American Arbitration Association then existing. The California Evidence Code shall apply to any arbitration proceedings held pursuant to this Agreement.

If any provision herein is invalid or unenforceable, in whole or in part, that shall not affect the validity or enforceability of any other provision.

Consent for Photographs, Videotapes, and Film

I hereby authorize and give full consent to Apogee Endeavors, LLC to copyright or publish all photographs, videotapes, voice recordings and film in which I, the undersigned, or my child or ward, appear. Further, I agree that Apogee Endeavors, LLC may transfer, use or cause to be used these photographs, videotapes, voice recordings and film for any and all exhibitions, public displays, publications, commercial, art and advertising purposes, and television programs without limitations or reservations.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND EACH AND EVERY TERM, CONDITION, PARAGRAPH AND PROVISION CONTAINED IN THIS DOCUMENT.

_____	_____	_____
Participant Name (Please Print)	Signature of Participant /Releasor/ Parent/ Guardian	Date
_____	_____	
Name of Outing or Event	Date of Event	

Consent for Medical Treatment

I consent to any emergency first aid or medical treatment which may become necessary during or in connection with my participation on a Wilderness Outing.

_____	_____
Participant Signature (or Parent/Guardian)	Date

Parent or Guardian of a participating Minor (under 18)

I, as a parent or legal guardian of the above named minor, hereby give my permission for my child or ward to participate in the trip, class and/or event described herein, and further agree, individually and on the behalf of my minor child or ward, to all of the terms, conditions, covenants, assumption of risks, waivers, and releases of claims, actions, and causes of action as provided herein. In addition, I, as parent or guardian of the above named minor, do hereby agree to indemnify, defend and hold harmless Apogee Endeavors, LLC dba Wilderness Outings from any and all claims, actions and causes of action brought by or on behalf of my minor child or ward arising out of the activity, trip, class and/or event described herein.

_____	_____	_____	_____
Child's Name (Parent or Guardian must sign/initial all of the above)	Signature of Releasor	Relationship to child	Date