

## **Release of Liability and Voluntary Assumption of Risk**

In consideration of the services of Canyons & Crags, their agents, owners, officers, employees, volunteers, participants, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "C&C"), I hereby agree to release, indemnify and hold harmless C&C, to the fullest extent permitted by law, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that the activities conducted by C&C are physically, mentally, and emotionally demanding and entail both known and unanticipated risks. I understand that the activities undertaken by me, or anyone I am signing on behalf of, are dangerous in nature and the risks could result in serious injury, permanent paralysis, death, or damage to myself, to property, or to third parties. These risks include, but are not limited to, inclement weather, slipping, falling, falling objects, equipment failure, insect and animal bites, drowning, hypothermia (cold exposure), hyperthermia (heat exposure), or suffering any type of accident or illness in remote areas without easy access to medical facilities, or while traveling to and from activity sites. I understand that such risks simply cannot be eliminated.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I understand that C&C instructors/leaders have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

4. I acknowledge that I have a personal duty and responsibility to learn and to follow the safety standards and procedures established by my instructors/leaders and will make them immediately aware, at any point during the activity, if I question my knowledge of these standards and procedures, or my ability to participate.

5. I acknowledge that I have a personal duty to wear and use any necessary safety equipment provided to me and that failure to do so: (1) can increase the potential for serious injury and death, and (2) totally relieves and absolves C&C from any liability.

6. To the fullest extent permitted by law, I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless C&C from any and all claims, demands, or causes of action, losses, and liability which are in any way connected with my participation in this activity or my use of C&C's equipment or facilities, including any claims which allege negligent acts or omissions of C&C.

Initials \_\_\_\_\_

7. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition.

8. Should C&C, 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.

9. In the event that I file a lawsuit against C&C, I agree to do so solely in the state of Utah, 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 that state.

**I have had sufficient opportunity to read this entire document. I have fully read it and understand all rights being given up by signing below.**

**I am signing this document voluntarily and agree to be bound by its terms.**

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Initials \_\_\_\_\_

**Parent or Guardian's Additional Indemnification**  
(Must be completed for participants under the age of 18)

In consideration of Participant ("Minor") being permitted by C&C to participate in its activities and to use its equipment and facilities, I further agree to release, indemnify and hold harmless C&C from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Print Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Initials \_\_\_\_\_

## Representation of Physical Condition and Medical Consent

I attest and verify that I have no physical impairment or defect, whether latent or apparent, that should preclude my participating in this activity. I further attest and verify that I am physically fit, capable of participating in this activity, and have sufficiently trained for the completion of this activity.

I understand and acknowledge that the use of tobacco, alcohol or drugs (except by prescription) is prohibited during all activities.

I hereby give my consent to the instructor(s)/leader(s) to secure, as they see fit and at my expense, rescue services and the administration of medical treatment or medication in case of an emergency, and do agree to the performance of such treatment, anesthetics, and operations as in the opinion of the attending physician is deemed necessary.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Sex: M F Age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Smoker Non-Smoker

**Dietary Restrictions:** \_\_\_\_\_

**Medical History:** *The facts you disclose will be confidential. Please identify and describe:*

*A) any conditions or injuries you have or have had (e.g. high blood pressure; heart disease; asthma; diabetes or hypoglycemia; thyroid problems; seizures; hearing or vision impairment; broken bones; neck or back problems; leg, knee, ankle or foot problems; frequent shortness of breath, dizziness or fainting; hepatitis or AIDS);*

*B) current medications (include reason for taking, dosage, possible side effects, and consequences of not taking);*

*C) allergies (to food, drugs, insect bites, plants, animals, etc.); and*

*D) any other condition or factor which might be used to help Instructors/Leaders or other medical personnel respond to an emergency situation.*

**NOTE: If none, write "NONE".**

\_\_\_\_\_  
\_\_\_\_\_

Personal Physician: \_\_\_\_\_ Phone: \_\_\_\_\_

**In case of emergency, contact:**

Print Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

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

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Initials \_\_\_\_\_