Apex Adventure Alliance, L.L.C

PARTICIPANT'S PERSONAL INFORMATION

*(Please print)*Name _____ Date of Birth _____
First Last MI

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

INSURANCE INFORMATION

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

Carrier or plan name _____ Group #_____

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.

_____ _____

_____ _____

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

DECLARATION OF FITNESS TO MOUNTAINEER/WALL CLIMB

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to dangerous situations with regard to other persons or myself during Mountaineering and/or wall climbing activities: Epilepsy fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs. I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having terminal illness.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of Mountaineering and/or wall climbing activities, I will notify the Instructor/Guide/Spotter immediately before moving any further.

I have read the above Declarations, understand them, and I agree to be bound by them.

S/_____ _____ _____
Signature of Participant Printed Name of Adult Participant Date

_____ _____
Address of Adult Participant Contact Phone Number

FOR PARTICIPANTS OF MINORITY AGE:

S/_____ _____ _____
Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have. Printed Name of Parent/ Guardian Date

_____ _____
Address of Parent or Guardian Date

_____ _____
Name of Minor (Please Print) Date

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.

Attention of the Authorized Insured Only (counter-sign upon full and correct completion)

S/_____ _____ _____
Counter-Signature of Authorized Insured Name of Authorized Insured Date

Apex Adventure Alliance, L.L.C.

MOUNTAINEERING, ROCK CLIMBING AND INDOOR CLIMBING RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

Please read and be certain you understand the implications of signing.
Express Assumption of Risk Associated with Mountaineering, Climbing, and Related Activities.

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, Rock Climbing and Indoor Climbing activities, transportation of equipment related to the activities, and traveling to and from activity sites of which I am about to engage in.

Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized in Mountaineering, Rock Climbing and Indoor Climbing 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. Discharge of weapon in or near the area of activity.

8. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.

9. 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.

10. Attack by or encounter with insects, reptiles, and/or animals.

11. Accidents or illness occurring in remote places where there are no available medical facilities.

12. Fatigue chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

13. My sense of balance, physical coordination, and ability to follow instructions.

*** I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration for being permitted to participate in any way in Mountaineering, Rock Climbing and Indoor Climbing and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS 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, herein referred to as releasees.

Apex Adventure Alliance, L.L.C.
Owner (Company and/or Person)

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels 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.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

S/_____ _____ _____
Signature of Participant Printed Name of Adult Participant Date

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FOR PARTICIPANTS OF MINORITY AGE:

This is to certify that I, as parent, Guardian, Temporary
Guardian with legal responsibility for the participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin

S/_____ _____ _____
Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have. Printed Name of Parent/ Guardian Date

_____ _____
Name of Minor (Please Print) Date

Apex Adventure Alliance, L.L.C.

PROTECTIVE HEADGEAR REFUSAL AGREEMENT

Please read and be certain you understand the implications of signing:

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by Apex Adventure Alliance that we should wear a properly fitted helmet in order to reduce some or all of our head injuries as the result of a fall or any other occurrence associated with this hazardous activity. We realize that we are subject to injury from this activity to which we are exposing ourselves purely voluntarily.

AGAINST THIS ADVICE, WE ARE REFUSING THIS CRITICAL SAFETY PRECAUTION.

I / we the undersigned have read the foregoing statement and do understand its warning and assumption of risks.

S/_____ _____ _____

Signature Printed Name Date

FOR PARTICIPANTS OF MINORITY AGE:

This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees for any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/_____ _____ _____

Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.

Printed Name of Parent/ Guardian

Date