## Swingo Adventure LLC

## Participant Agreement, Liability Release,

## Acknowledgment & Assumption of Risks

In exchange for participation in rock climbing, hiking, and backpacking, personal training (the “Activity”) organized by Swingo Adventure LLC, their agents, owners, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SA"), I hereby agree to release, indemnify, and discharge SA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I and anyone claiming on my behalf release and forever discharge Releasee and its affiliates, successors and assigns, officers, employees, representatives, partners, agents, and anyone claiming through them (collectively, the “Released Parties”), in their individual and/or corporate capacities from causes of action of any nature and kind, known or unknown, which I may have against Releasee or any Released Parties arising out of or relating to any injury, loss or damage to person and property that may be sustained as a result of participation in the Activity (“Claims”).

2. I acknowledge that my participation in activities provided by SA entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: weather conditions; hazards of uneven terrain and/or snow-covered terrain; head injuries; slipping and falling; falling objects; water hazards; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia, (heat-related illness), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; rope burns; pinches, scrapes, twists and jolts, bruises, sprains, lacerations, fractures, concussions, or even more severe life-threatening hazards; being struck by rock fall or other objects dislodged or thrown from above; equipment failure; and improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity; accidents and illness can occur in remote places without medical facilities and emergency treatment or other services rendered; the consumption of food and drink; the condition of roads, terrain, or highways and accidents connected with their use, the negligence of other operators of motor vehicles or myself, and collision with fixed or movable objects

3. 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.

4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SA’s equipment or facilities, including any such claims which allege negligent acts or omissions of SA.

5. 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 myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

**I have carefully read and fully understand all the provisions of this Release and am freely, knowingly, and voluntarily entering into this Release. I am aware that by signing this release I am waiving certain legal rights, including the right to sue. I sign this release of my own free will.**

**SIGNATURES**

| Signature of Participant | Printed Name of Participant | Date |
| --- | --- | --- |
|  |  |  |

| Address | City | State | Phone |
| --- | --- | --- | --- |
|  |  |  |  |

| Emergency Contact |  |
| --- | --- |

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINOR AGE** (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

| Parent/Guardian Signature | Print Name | Date |
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