



## Participant Acknowledgement of Risks and Release of Liability

In consideration of the services of Balanced Rock Foundation, their officers, agents, employees, volunteers, participants, and directors, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "BR") I hereby agree to release and discharge BR, on behalf of myself, my heirs, assigns, personal representative and estate as follows:

Although BR has taken reasonable steps to provide me with appropriate equipment and skilled guides, BR has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death.

The risks of this activity include, among other things: Slipping and falling; falling objects including rocks; water hazards and accidental drowning; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; and improper lifting or carrying. The risks of attending in person classes or events also may include: contraction of or exposure to airborne illness and infectious disease.

I am aware that participating in BR programs entails risks of injury, illness or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury, illness or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I certify that I am fully capable of participating in this activity, and that I have no known medical or physical condition which could interfere with my safety while participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

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**LIABILITY RELEASE.** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless BR 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 BR's equipment or facilities, including any such claims which I, my heirs, assigns, personal representative and estate have or may have that allege ordinary negligent acts or omissions of BR. I UNDERSTAND THAT THIS RELEASE



INCLUDES ALL CLAIMS AGAINST BR ARISING FROM ITS ORDINARY NEGLIGENCE, BUT DOES NOT INCLUDE CLAIMS ARISING FROM BR'S ALLEGED GROSS NEGLIGENCE.

Should BR, or anyone acting on its 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.

I agree that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of California, without regard to its conflict of law rules.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

**Print Full Name**

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**Signature**

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### **Photograph and Press Authorization**

I agree that any photographs taken of me as a program participant and/or written commentary about Balanced Rock and this course may be used by Balanced Rock Foundation, at its discretion, for any publicity, marketing and/or advertising purposes, and hereby consent to and authorize such use without restriction.

Please check an option below:

- I agree and give my consent
- I disagree and do not give my consent