

# Apex Adventures Release Form

## ASSUMPTION OF RISK AND RESPONSIBILITY, AUTHORIZATION AND CONSENT, AND RELEASE OF LIABILITY

This Assumption of Risk and Responsibility, Authorization and Consent, and Release of Liability (this "Agreement") is entered into on \_\_\_\_\_ by and between \_\_\_\_\_ (participant's name, hereinafter referred to as "I") and **APEX Adventures, Inc.** ("Apex"), which conducts adventure sports activities, namely, leadership training, risk-taking, team-building initiatives, ropes course activities, and the use of any related equipment, conducted in the outdoors or in classrooms (referred to herein as "Activity").

**ACKNOWLEDGMENT OF RISK:** Although Apex has taken reasonable steps to provide appropriate equipment and/or skilled instructors for the Activity, there are significant elements of risk associated with the Activity. Please be advised that the consumption of alcohol either before or during the Activity may affect balance, coordination, physical capabilities, and ability to follow instructions, which may increase the risk of an accident. I, hereby acknowledge that the following describes some, but not all, of the risks associated with the Activity: falls or collisions; cold weather and heat related injuries and illnesses; natural hazards, including but not limited to inclement weather, lightning, wind gusts, severe and/or varied wind, temperature or weather conditions; equipment malfunctions; the actions of others; and physical/mental or psychological stress, fatigue, chill and/or dizziness. **INITIAL HERE** \_\_\_\_\_

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** I agree to assume all risk associated with the Activity. I certify that I am physically and mentally capable of participating in the Activity, and I acknowledge that I may decline to participate in any Activity. Therefore, I assume full responsibility for myself, including any minor children, for which I am responsible, for bodily injury, accidents, illness, death, loss of personal property, and any related expenses. **INITIAL HERE** \_\_\_\_\_

**AUTHORIZATION AND CONSENT:** I hereby authorize and consent to any medical treatment deemed necessary in the event of any injury to myself or to any minor children, for which I am responsible, while participating in the Activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and or medical services as may be incurred on my/our behalf. **INITIAL HERE** \_\_\_\_\_

I agree that any film or photographs of me/us, as participants, become the property of APEX and may be used for promotional or commercial uses. **INITIAL HERE** \_\_\_\_\_

**RELEASE OF LIABILITY:** I hereby, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, my heirs, personal representatives, and assigns, do hereby release and hold harmless APEX, the Community of Christ / Happy Valley Conference Center, their principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or government agency upon whose property the Activity is conducted, from all liability and waive any and all claims for injuries or damage arising from any cause whatsoever. **INITIAL HERE** \_\_\_\_\_

**MISCELLANEOUS:** If any provision of this Agreement is held to be void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall nevertheless be fully enforceable, unimpaired by such holding. Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) shall be resolved in a superior court in California or by way of arbitration in Santa Cruz County, California.

**I have read the foregoing, and I understand that by signing this Agreement I may be waiving valuable legal rights.**

\_\_\_\_\_  
**Signature:** (If under 18, parent or legal guardian)

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

\_\_\_\_\_  
**Phone:**

\_\_\_\_\_  
**Emergency Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**List known allergies and any prescriptions or medications you are currently using:**

\_\_\_\_\_