

EvFree Outdoor Sports and Retreats (backpack, Man Up, etc)

Activity Agreement, Waiver, Release and Assumption of Risk

In consideration of EvFree Fullerton, its agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on its behalf, I hereby agree to release, indemnify and discharge EvFree Fullerton, on behalf of my children, myself and personal representative and estate as follows:

1. I acknowledge that my participation in rock climbing, bouldering and rappelling activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself or my child, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of this activity. **The risks include, among other things:** the hazards of walking on uneven terrain, slips and falls, rope burns, pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards:: being struck by rock fall, or other objects dislodged or thrown down from above; the use of ropes and equipment, the forces of nature including lightening and rapid weather changes, the risk of falling off the rock, exposure to temperature and weather extremes, exposure to potentially dangerous wild animals, insect bites and hazardous plant life; the negligence of other participants or persons present on the trip; my own physical condition and the exertion associated with this activity.
2. I acknowledge that I do not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent me from participating in the above mentioned activity.
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 Ev Free Fullerton 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 EvFree Fullerton's equipment, including any such claims which allege negligent acts or omissions of Ev Free Fullerton.
5. Should EvFree or anyone acting on their behalf, be required to incur attorney fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

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. **By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against EvFree Fullerton on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18) In consideration of

_____ (print minor's name) (Minor) being permitted by EvFree Fullerton to participate in its activities and to use its equipment, I further agree to indemnify and hold harmless EvFree Fullerton 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.

Parent or Guardian: _____ Date: _____