



Please read carefully: This document must be signed by all Participants, including the Parent or Guardian (each referred to as "Parent") of a Participant who is a minor (under 18 years of age.) The Parent is signing on behalf of himself or herself and on behalf of the minor child.

**Agreement to Participate: Including Assumption of Risks and Agreements of Release and Indemnity**

In consideration of being allowed to participate in an Adventure Experience trip, organized and conducted by Adventure Experiences, Inc. of Trinity, Texas (AEI), I, for myself and for any minor child of mine who participates, acknowledge and agree as follows:

The adventure experience in which I or the child will participate includes backpacking, camping, orienteering, hiking, rafting, challenge course activities (a network of cables, ropes, swings and platforms, as high as 50 feet off the ground, over which I or the child may walk and swing, with or without the assistance of other persons), rock climbing, fly fishing, outdoor games and others. These activities involve risks and hazards, including, among others, the following: those associated with traveling and camping in mountainous terrain; exposure to the natural elements, which may include heat, extreme cold and altitude, snow, sleet and rain, falling rocks and timber; and river crossings; dependence on other participants and staff; accidents or illness in remote places which may be many hours or days away from medical facilities; accidents associated with travel, by air, train, boat, ATV, horse, and automobile; the carelessness of other participants and staff; and the failure of equipment. These and other risks and hazards are inherent in the activities of AEI and cannot be eliminated without significantly changing the nature of the activities.

I understand that these and other hazards and risks may result in loss or damage to personal property, and personal injuries, including falls, abrasions, sprains, breaks, cold water immersion, and other emotional and physical injuries, and, in extreme cases even death, including by drowning.

I represent that I, or the child, have no medical or emotional conditions which may adversely affect my or the child's participation in this adventure experience, or which may cause me, or my child to be a danger to ourselves or others. I have listed on the Health History Form provided by AEI any and all medical conditions of which I believe AEI should be aware. I understand that it is my responsibility, and mine only, to determine my or the child's suitability, medical or otherwise, for participation in the activities.

**Assumption of Risks**

For myself and on behalf of a child of mine who participates, I assume all risks of the activities, inherent or otherwise and whether or not described above. If my child is the Participant, I have discussed the activities and risks with him or her and the child understands both and wishes to participate nevertheless. The child has signed below to reflect his or her understanding of the activities and risks, assumption of them and desire to participate.

**Agreements of Release and Indemnity**

For myself and on behalf of a child of mine who participates, I agree to release and hold harmless AEI, its shareholders, directors, officers, employees, agents and contractors ("Released Parties") from any and all claims which I or the child may now have or acquire in the future, excepting only claims of gross negligence and intentionally wrongful conduct, as a result of or arising from my or the child's enrollment or participation in these activities.

I further agree to protect and indemnify (that is pay any judgment and costs, including attorney's fees) AEI and the other released parties from any claim of the child or of any third party, including rescuers, other participants in the activities of AEI and members of my or the child's family, arising from my or the child's enrollment or participation in these activities.

**Other**

I agree to reimburse or pay any and all costs of AEI or any other released party associated with defending a claim brought by me or the child, to the extent that claim is dismissed or otherwise found to be without merit.

In the event of a dispute between me or the child and AEI or any released party, I agree to engage in good faith efforts to mediate that dispute. Unless otherwise agreed in writing, any mediation or suit may be conducted or filed only in Gunnison County, Colorado, and the laws of Colorado will apply to any such dispute, excepting only the laws of the State of Colorado which may apply the laws of another jurisdiction.

I authorize AEI to provide or obtain medical care for me or the child in the event of an incident requiring medical attention, and I further authorize AEI to exchange with any third-party medical care giver such information regarding my or the child's medical history or condition as may be deemed important to either of them.

I agree that I, or the child, will not consume or be under the influence of any chemical substance, including alcohol, during the activity. I, and the child, understand further that the activity and all aspects of it are purely voluntary and I or the child may choose not to participate. I agree that I, or the child, will follow all safety instructions. I agree to allow AEI to use photographic or other images of me or the child for marketing or any other purpose deemed reasonable by AEI.

\_\_\_\_\_  
Name of Participant

\_\_\_\_\_  
Signature of Parent or Guardian of Minor Participant

\_\_\_\_\_  
Signature of the Participant

\_\_\_\_\_  
Date