



Fox Mountain Guides and Climbing School

PARTICIPANT AGREEMENT, RELEASE OF LIABILITY and ASSUMPTION OF RISK



Please read through carefully before signing. If you have any questions about this document please call, email or write to the address at the bottom of each page or talk to your guide on the day before signing or taking part in the activity.

Participant's Name _____ Phone: _____ Email: _____

Address: _____ City: _____ State: _____ Zip Code: _____

In consideration of being allowed to participate in any way in the FOX MOUNTAIN GUIDES, LLC program at Chimney Rock State Park (Chimney Rock Management, LLC hereinafter collectively referred to as "FMG") its related events and activities, I,

_____, the undersigned, acknowledge, appreciate, and agree that:

Participant's Signature

- I. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation. The following describes some, BUT NOT ALL, of the Risks: Rock fall; Icefall; Avalanches; Electrical Storms; Mountain Storms; Snow; Ice; Rain; Hail; Sleet; Lightning; Falling; Objects falling from above; Unstable or Loose Rock, Snow, Ice, Talus, Scree, Boulders, and/or other Terrain; Slippery Terrain; Extreme Cold and Hot Temperatures; Dehydration; Wind; Failure of Mountaineering Equipment despite reasonable care and use; Injury from Mountaineering Equipment despite reasonable care and use; Careless or Reckless Behavior on the part of other members of the group despite reasonable supervision; Guide Error; and Careless or Reckless behavior on the part of third parties; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS FMG, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releases"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PARTICIPANT'S SIGNATURE: _____ Age _____ Date Signed _____

(See Below if Under 18)

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that, I as a 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 child, and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the releasees from any and all liabilities incident to minor child's involvement of 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: _____ Age: _____ Date Signed: _____

MEDICAL HISTORY FORM

Participant's Name: _____ **Age:** _____

Do you have, or have you had a history of the following:

- | | | |
|--------------------------|--------------------------|-------------------------------------------------------------------|
| Yes | No | |
| <input type="checkbox"/> | <input type="checkbox"/> | Asthma |
| <input type="checkbox"/> | <input type="checkbox"/> | Anaphylaxis/Allergies (including allergies to medications) |
| <input type="checkbox"/> | <input type="checkbox"/> | Diabetes |
| <input type="checkbox"/> | <input type="checkbox"/> | Heart Disease |
| <input type="checkbox"/> | <input type="checkbox"/> | Seizures |

If you answered yes to any of the above, detail below how long you have had the condition and how well it is under control:

Do you have any other medical or physical conditions that might affect your ability to fully participate in the program/activity you have registered for?

- | | |
|--------------------------|--------------------------|
| Yes | No |
| <input type="checkbox"/> | <input type="checkbox"/> |

If you checked yes above, detail below:

Our employees are not qualified to evaluate medical conditions. If you have any condition, illness or injury, or if you are taking any medication which might be of concern we strongly recommend that you obtain medical advice from a qualified physician prior to participation on any program with Fox Mountain Guides and Climbing School.

MODEL RELEASE

I grant Fox Mountain Guides and Climbing School (Fox Mountain Guides, LLC), its representatives and employees the right to take photographs of me while participating on the program with Fox Mountain Guides and Climbing School. I authorize Fox Mountain Guides, LLC, its assigns and transferees to copyright, use and publish my image in print and/or electronically. I agree the Fox Mountain Guides, LLC may use such photographs of me with or without my name for any lawful purpose, including for example such purposes as publicity, illustration, advertising and web content.

I have read, understood and agree to the above:

PARTICIPANT'S SIGNATURE: _____ **Age:** _____ **Date Signed:** _____

PARENT/GUARDIAN SIGNATURE: _____ **Age:** _____ **Date Signed:** _____