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Acknowledgment of Risk and Safety / Waiver Form- 5 Samples

Challenge course activities are exciting and challenging. They are also physically, mentally and emotionally demanding. All activities are supervised by instructors who have been specifically trained in the operation and safe practices of activities on the ropes course of Pro Image Adventures, LLC at _____.

While it is the aim and responsibility of the ropes course instructor to provide you with an enjoyable and safe experience, *you too* must realize there is a certain degree of risk and responsibility for safety that *you must assume* when you participate in adventure activities. *You will receive instruction in safe practices and safety techniques related to all elements and activities. You will be supervised throughout the program.*

Pro Image Adventures, LLC has taken precautions to provide proper equipment (where appropriate) and qualified instructors; at the same time *it is impossible to guarantee absolute safety. Consequently, you must understand, and agree to assume, a shared responsibility for your safety* along with the leader and other group members. *You must call to the attention of the leader any situation that you perceive as potentially hazardous to yourself or anyone in the group.*

Please confirm with your signature that you have read this information and understand your responsibility as a participant, and that you assume all of the risks incidental to adventure programming. Further, that you will follow instructions and directions given by your leaders, act prudently, and use good judgment.
(Please write clearly.)

Name _____ Date _____

Signature _____

Group Name _____

Please list separately and bring to the attention of your leader, any physical conditions, temporary or otherwise, that may limit your safe participation in these activities. This information will be held in strict confidence.

IF UNDER 18 YEARS OF AGE: (The following must be completed by parent or guardian.) I acknowledge there can be no guarantee of absolute safety against risk of unforeseen accident as detailed above, and consent to the participation of the above named person in the program offerings.

Signature of Parent or Guardian Date _____

Pro Image Adventures, LLC (PIA) Confidential Participant Health Information

Please Print: Name: _____ **Today's Date:** _____

Address: Street _____ Clty _____ State _____ Zip _____

Phone: (w) _____ (h) _____ (other) _____

In Case of Emergency, notify: _____

Relationship: _____ Phone(s): _____

Name of Doctor: _____ Phone(s): _____

Health/Accident Insurance **Company:** _____ Policy # _____

Medical History - Are you under treatment for **any illness/ condition?** NO ___ YES ___

If you have ever undergone surgery, please describe: _____

Do you have **a condition requiring regular meds, or are you taking any meds?** (e.g. diabetes, epilepsy, etc.) NO ___ YES ___

describe _____

Ha Have you been directed to carry an **epi kit?** NO ___ YES ___ **is it with you now?** NO ___ YES ___

Do Do you have any **disabilities?** NO ___ YES ___

If Do you have any **allergies, what are they?** _____

Do you have any **fears or phobias?** NO ___ YES ___

If you feel **forced or coerced into participation** in this workshop/training, comment: _____

Have you ever had any injuries including back, spine, broken bones, dislocations, sprains, soft tissue injury? NO ___ YES ___

LIST injury, year of occurrence and current condition: _____

Do you or anyone in your genetic family have any history of **HEART PROBLEMS?** NO ___ YES ___

(i.e. high cholesterol, heart murmur. MI. surgery, etc.) describe: _____

Do you have any respiratory problems? NO ___ YES ___

describe: _____

Have you been directed to carry an inhaler or other breathing device? NO ___ YES ___

Has your doctor told you to limit your activity in any way? NO ___ YES ___

describe: _____

Note: Research has demonstrated that *challenge course activities can raise heart and respiration rates in any participant and that persons with heart and respiratory problem histories can be placed at extreme risk.* If this is true for you, consult your physician, and if you are already on site, you may be asked to limit your participation. **Women only:** Are you pregnant? NO ___ YES ___

What other factors should we know about you before starting this program ? _____

I have answered the above questions accurately and completely. NO ___ YES ___

I believe that I (or my son/daughter/ward) am (is) in good health, and I affirm that I (or my son's/daughter's/ward's) participation in PIA activities will in no way aggravate any condition(s) present. If in doubt, I will seek and follow medical advice. The staff at PI A has my permission to seek and or administer emergency care for me (the participant) in the event that:

a.) my (their) health and well - being is involved;

b.) I am (or parent/guardian) is unable to respond or cannot be reached at the time of the emergency;

and c.) due to the nature of the emergency, there is insufficient time to **contact** the parent or guardian, NO ___ YES ___

Print, and then Sign your Name Please (Parent or Guardian please sign **if participant is under 18**)

Date

APPLICANT INFORMATION FORM AND RELEASE OF LIABILITY

Disclosure; Appreciation of Risk involving Team-building / Challenge Course Activities and Media Release

Pro Image Adventures, LLC (PIA) programs involve a variety of activities that often include warm-ups, games, group initiative problems, low and high challenge course elements and other rigorous physical adventure activities. The level of participation in all programs and activities is at all times completely up to the individual. Yet there is a risk, which must be assumed by each participant, that he or she may suffer an emotional or physical Injury and disability.

Policy for participation in all PIA programs requires that every participant have health/accident insurance coverage. In addition, certain health/medical information must be made known to the instructor(s) conducting programs so that they are prepared to respond appropriately if the need arises. This information will be held in confidence. Please complete the form and return it to PIA staff prior to participating in any activities.

CHALLENGE BY CHOICE

Challenge Course and team-building programs are composed of activities that may be very unfamiliar to all participants. To assure our participants control over their own personal safety, we have adopted the philosophy of "Challenge By Choice". At all times, participants in PIA activities are completely in control of their own level of participation. During our programs you only need to do or attempt to do only those things that you choose. You must listen carefully to all Instructions and briefings, set your own goals free of the influence of the group's goals, make a decision as to your level of participation and inform others of your choice. No one will force you to do anything; the choice is clearly your own. However, you may perceive pressure to push yourself and we encourage you to tell the group if this happens. During the program, we will provide a challenging setting in which you can expand your limits, while supporting your personal boundaries.

YOU MUST BE AWARE / ACCEPT RESPONSIBILITY FOR POSSIBLE RISKS IN THIS PROGRAM

I, the undersigned, assume and understand that there are inherent risks of bodily injury and even death or damage to property, that are not the fault of PIA that accompany my participation in PIA activities. By signing below, I acknowledge that I have fully satisfied myself as to the nature of the activity or activities that I will be participating in, the risks associated with each such activity, and the concept of "Challenge By Choice", and my responsibility to know my own limits.

I affirm that my health is good and that I am not under a physician's care for any undisclosed condition that bears upon my fitness to participate in PIA activities. I understand that I am free to choose not to participate in any activity offered by PIA. Having chosen to participate in an activity and accepting full responsibility for my own choices, I hereby release PIA, its staff members, and any and all other persons employed by Pro Image Adventures, LLC or participating as instructors, facilitators or counselors in these activities, ***from any and all liability*** for any type and degree of bodily injury, emotional injury, even death or loss of property. This release is binding upon my heirs, executors and assigns. I further grant PIA and

persons acting for or through them, the right to use, reproduce, assign, and/or distribute photographs, films, videotapes, and sound recordings of myself for use in materials they may create.

Signature _____ Date _____

Signature of Parent/Legal Guardian if under 18 years of age

Home Phone _____ Business Phone _____
Emergency Contact Person (ECP) ECP Phone Number

WAIVER AND RELEASE OF LIABILITY, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT

Pro Image Adventures, LLC challenge course programs

READ! YOUR LEGAL RIGHTS ARE AFFECTED.

TO BE READ AND SIGNED BY EACH PERSON BEFORE PARTICIPATION IN COURSE.

I request **Pro Image Adventures, LLC (PIA)** to permit me access to certain premises of the course for purposes of participating in a challenge course (the "Course"). In consideration of the granting of this privilege, which privilege I acknowledge as adequate consideration, I, the undersigned, for myself and my heirs, assigns and personal representatives, do hereby agree to the following conditions:

- (1) PIA reserves the right to revoke the privilege of access to its challenge course premises and participation or continued participation in the Course at the sole discretion of PIA at any time and for any reason.
- (2) **WAIVER.** I assume sole and complete responsibility for any injury to my person, property, or reputation, suffered or claimed to have been suffered while on the premises of course, and hereby waive in advance any and all claims for any such losses, including any right of subrogation I or my insurers might have against PIA.
- (3) **RELEASE AND COVENANT NOT TO SUE.** I understand that my presence on the premises of course and/or participation in the Course can expose me to dangers both from known risk and unanticipated risk. I understand that the Course involves physically and emotionally demanding activities which may result in injury to my person, property, or reputation. I understand that my participation in the Course is entirely voluntary and that I may choose at any time not to participate in all or any part of the Course. Acknowledging that such risk exists, I assume that risk, including the risk of negligent conduct, and I release and discharge PIA from any and all claims or liability for any injury to my person, property, or reputation that I may suffer while on the premises of the course and/or while participating in the Course, including, but not limited to, any claims arising out of any condition of the premises of the course or conduct of any person in connection with the preparation for, supervision of, or conduct of the Course. I further agree and covenant not to sue Pro Image Adventures, LLC for any such claim. In signing this release, **I FULLY RECOGNIZE THAT IF I AM HURT AND/OR MY PROPERTY IS DAMAGED WHILE ON THE PREMISES OF THE COURSE, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST PRO IMAGE & ASSOCIATES, LLC, WITHOUT REGARD TO THE PERSON OR ENTITY CAUSING THE INJURY OR DAMAGE.**
- (4) **INDEMNITY.** I hereby agree to indemnify, hold harmless, and defend in any action or proceeding, PIA from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and costs and any other expense, for or relating to any injury to person, property, or reputation, suffered or claimed to have been suffered by anyone, arising out of or resulting from my access to or use of the premises of the course and/or participation in the Course, regardless of whether the act or omission complained of was caused by the negligence in any form of PIA, or any other Course participants. This provision will apply regardless of whether or not the lawsuit, claim, damages, costs and/or attorneys' fees arises out of the negligence of any of the indemnities. As I am releasing any claim my family, guardian, representative and/or estate might wish to make by reason of my injury or death, this indemnity provision shall specifically apply to such actions. I understand and agree that any claim or lawsuit by me or on my behalf invokes the application of the indemnity obligation.
- (5) I understand, acknowledge, and agree that neither PIA nor any participating sponsor(s) or co-sponsor(s) has made any representations or warranties to me concerning the Course; that I have not relied on any such representations or warranties; and that PIA and any and all such participating sponsor(s) or co-sponsor(s) have and hereby expressly disclaim all warranties, express or implied, regarding the Course.
- (6) I understand, acknowledge, and agree that PIA may record my appearance and participation in the Course on photographic film, videotape, audiotape, or any other medium (collectively, "Recording"), is the owner of all rights in and to the Recording for all purposes, may reproduce and republish the Recording, and shall have the sole right to use and license others to use the Recording and may use my name, portrait, picture and biographical material to publicize and advertise the Course.

(7) The "Course" shall mean the challenge course, any and all activities conducted in connection with the course, content of the course, and any and all products or materials used or provided in connection with the course.

I HAVE READ AND FULLY UNDERSTAND THIS WAIVER AND RELEASE OF LIABILITY, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT, I KNOW AND UNDERSTAND THAT MY SIGNATURE ON THIS FORM OPERATES AS A COMPLETE RELEASE OF TAYLOR FROM ANY AND ALL LIABILITY, INCLUDING ITS OWN NEGLIGENCE. I FREELY AND WILLINGLY CONSENT TO THIS WAIVER AND RELEASE OF LIABILITY, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT.

PRINTED NAME

SOCIAL SECURITY NUMBER

PRINTED RESIDENCE ADDRESS

SIGNATURE

DATE

PARENT or LEGAL GUARDIAN (required if course participant is under 18 years of age)

THIS IS A RELEASE

762276.1

Acknowledgment of Risks, Assumption of Risk & Responsibility & Release of Liability

(Sample - One that we don't use, but a format that is typically requested by insurance companies.)

WARNING: Although precautions are taken to provide proper organization, supervision, instruction, and equipment for your participation in our program, there can be no guarantee of absolute safety against injury and unforeseeable accident. There are elements of risk in any adventure, sport, or program involving physical exertion and risk taking, or associated with the outdoors (referred to herein as "activity"), and the use of equipment for the activity. I understand that I may be involved in activities including but not limited to problem solving, team-building initiatives, ropes course, and/or other physical activities. I acknowledge that I may decline to participate in any activity. Any participation will be voluntary.

ACKNOWLEDGMENT OF RISKS: I recognize the fact that there is an inherent danger in any activity which involves physical exertion or risk taking; that natural hazards do exist; that although the program may not be strenuous, injuries or medical complications may occur; that certain foreseeable and unforeseeable events unique to each individual activity can contribute to the unpredictability of the activity; that balance and physical coordination may affect the occurrence of accidents or falls; and that I would ask about other potential hazards and recommended precautions and procedures.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of the activity which I and any minor children or which I am responsible, will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and/or using equipment. I/We participate willingly and voluntarily. I assume full responsibility for personal injury, accidents or illness (including death), and any related expenses. I also assume responsibility for damage to or loss of my/our personal property as the result of any accident that may occur.

I assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck, and/or spinal injuries; animal or insect bite or attack; injury caused by discharge of any weapon; shock, paralysis, and/or death; and acknowledge that during the activity, if I/we experience fatigue, chill, and/or dizziness, it may diminish my/our reaction time and increase the risk of an accident. I further accept responsibility for any and all equipment made available to me during the program. I hereby allow my name and photograph to be used for publicity purposes by Pro Image Adventures, LLC.

COVENANT OF GOOD FAITH: I recognize that you, as provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate, the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to achieving objectives.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury 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 incurred on my/our behalf.

RELEASE: In consideration of services or property provided, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives, or assigns, do hereby release: **Tom Andrews: Pro Image Adventures, LLC**, its principals, directors, officers, agents, employees, and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence).

I HAVE READ THE FOREGOING ACKNOWLEDGMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I MAY BE WAIVING VALUABLE LEGAL RIGHTS.

<u>Participant's: Name (printed)</u>	<u>Age</u>	<u>Signature</u>
_____	_____	_____

Emergency contact: _____ Phone: _____

Do you have medical insurance?

If so, with whom? _____ Policy number: _____

Do have any injuries, allergies, or handicaps that limit your full participation?

Are you on medication? _____ If so, what?

Do you have any special dietary requirements?