ASI PEAK ADVENTURES CHALLENGE CENTER
CONTRACT, INDEMNIFICATION, RELEASE AND WAIVER

IMPORTANT: THIS IS A LEGAL DOCUMENT

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING BELOW. THIS AGREEMENT AND RELEASE INCLUDES A RELEASE OF CLAIMS. A COPY OF THIS RELEASE CAN BE USED AS IF IT WERE AN ORIGINAL.

The ASI Peak Adventures Challenge Center includes physically and emotionally demanding activities. We want to make sure you understand the risks of injury before you decide to participate. No person will be allowed to participate without the properly filled out waiver and medical release forms.

ASI Peak Adventures has done everything possible to assure that our guests have a rewarding experience so you can enjoy an activity for which you may not be skilled. We wish to inform you, however that this activity is not without risk. This activity may include climbing, running, jumping and other rigorous activities on natural and manmade structures that are on the ground, or at low, medium or high distance from the ground. It is possible that I may be injured while participating in the workshop either because of my own conduct, conduct of others in the group, conduct of the ASI Peak Adventures staff or the condition of the premises. I voluntarily elect to participate and I affirm that I am free of health conditions that might create undue risk to myself or others who depend upon me, and I am not under a physician's care for any undisclosed condition that bears upon my fitness to participate.

In consideration of the services of ASI Peak Adventures, the State of California, the Trustees of the California State University, Sacramento, and Associated Students of California State University, Sacramento and all of their officers, employees and agents (hereinafter collectively referred to as "ASI Peak Adventures"), I agree as follows:

I agree to indemnify and hold harmless ASI Peak Adventures, their agents and employees, from all claims, damages, losses, injuries and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue ASI Peak Adventures, their agents and employees for all actions, causes of action, claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of ASI Peak Adventures or my family, myself, or my heirs, against ASI Peak Adventures arising out of participation in this activity.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be California and governed by California law. The terms of this agreement shall continue and be in effect after the activity has ended. As liquidated damages, I hereby agree that if ASI Peak Adventures is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs on my family's or my behalf, my heirs or executors and I agree to pay ASI Peak Adventures' costs and attorney fees if they successfully defend such action, lawsuit or litigation. Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. In signing this document for my minor child I agree to pay any and all costs and attorney fees incurred by ASI Peak Adventures in the event that ASI Peak Adventures is forced to defend any action, lawsuit or litigation brought by my minor child.

- I authorize and release to ASI Peak Adventures the use for any purpose of any photographic or video recorded image of the participant listed below.
- I have adequate health, disability and life insurance for my family and myself.
- I hereby give permission for transportation to any medical facility or hospital, and I authorize any qualified instructor or medical personnel to render necessary emergency medical care for the participant listed below.

By signing below, I indicate that I have read, understand and acknowledge the risks and liability for myself and my family

On this _____ day(s) of _____, 20_____.
(workshop date(s)) Month Year

_____ _____
PARTICIPANT (print name) GUARDIAN (print name)

_____ _____
PARTICIPANT SIGNATURE / DATE GUARDIAN SIGNATURE / DATE

(Parent or legal guardian must sign for any participants under 18 years of age. Proof of age may be required.)

6000 J Street ♦ Sacramento, CA 95819-6011
(916) 278-6321 ♦ (916) 278-7158 Fax
www.peakadventures.org

MEDICAL INFORMATION FORM

Name: _____ Daytime Phone: _____

Address: _____ Evening Phone: _____

City: _____ State: _____ Email: _____

Zip: _____

EMERGENCY MEDICAL INFORMATION

Date of Birth: _____ Last tetanus booster date, if available: _____

1. List allergies, if any: (i.e. insect bites, drugs, food, etc. *NOTE*: counteractive medication should be carried at all times.)
   Circle one: NONE YES…
   _____
2. List any medications currently taken:
   Circle one: NONE YES…
   _____
3. List any serious illness or injury occurring in the past three years:
   Circle one: NONE YES…
   _____
4. List any current medical conditions: (i.e. asthma, diabetes, epilepsy, heart conditions, etc.)
   Circle one: NONE YES…
   _____
5. List conditions and instruction, if currently under a doctor's care:
   Circle one: NONE YES…
   _____
6. List any other condition that may affect your ability to participate: (i.e. history of cardiac conditions in family, etc.)
   Circle one: NONE YES…
   _____

Emergency Contact: _____ Daytime Phone: _____

Relationship to Participant: _____ Evening Phone: _____

Doctor: _____ Phone: _____

Insurance: _____ Policy #: _____

AUTHORIZATION TO TREAT A MINOR

MUST BE COMPLETED FOR ALL PARTICIPANTS UNDER THE AGE OF 18

I (we) the undersigned parent, parents or legal guardian of the minor stated above, do hereby authorize and consent for any x-ray examination, anesthetic, medical or surgical diagnosis rendered under the general or special supervision of any member of the medical staff and emergency room staff licensed under the provisions of the Medicine Practice Act or a dentist licensed under the provisions of the Dental Practice Act and on the staff of any acute general hospital holding a current license to operate a hospital from the states of California or Nevada. It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required but it is given to provide authority and power to render care which the aforementioned physician in the exercise of his best judgment may deem advisable. It is understood that effort shall be made to contact the undersigned prior to rendering treatment to the patient, but that nay of the above treatment will not be withheld if the undersigned cannot be reached.

This consent shall remain effective through _____, 20____.
(workshop date(s))

_____ _____

PARENT OR GUARDIAN (print name) PARENT OR GUARDIAN SIGNATURE / DATE

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