

## **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.

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. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to your equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. It is also possible that some participants may suffer mental anguish or trauma from the experience or their injuries. ASI Peak Adventures does not want to frighten you or reduce your enthusiasm for this activity, but believes it is important for you to know in advance what to expect and to be informed of the inherent risks.

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 am aware that any recreation activity entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. These injuries occur more often when the participants are using drugs or alcohol or are not physically able to undertake the activity. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified including transportation to and from the activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of ASI Peak Adventures has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I agree that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and, as a result of ordinary negligence on the part of ASI Peak Adventures or of my negligence in participating in this activity.

I also understand that in order to be allowed to participate in this outing, I must give up my rights to hold the above named ASI Peak Adventures liable for any harm that may result from my participation in this activity.

In consideration of being permitted to participate in the above listed outing, 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 program. In short, I cannot sue ASI Peak Adventures and if I do I cannot collect any money.

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.

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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 any paragraph or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect.

I authorize and release to ASI Peak Adventures the use of my image in any photograph or video recording for any purpose of ASI Peak Adventures.

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 for any qualified guide or medical personnel to render necessary emergency medical care for my family or myself.

I, \_\_\_\_\_, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand, and acknowledge the risks and liability for myself, and my family in participating in the agreed activity on

This \_\_\_\_\_ day of \_\_\_\_\_  
(Day of event) (Month & Year of event)

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

In case of emergency please contact: \_\_\_\_\_ Phone: \_\_\_\_\_

I carry medical insurance. Provider: \_\_\_\_\_ Group No. \_\_\_\_\_

I do not have any medical condition that would prevent our participation in this activity.

I have previous experience in this activity.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**FOR PARTICIPANTS UNDER THE AGE OF EIGHTEEN A PARENT OR GUARDIAN MUST SIGN BELOW**

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.

\_\_\_\_\_  
Guardian or Parent Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date