

Release of Liability & Claims; Acknowledgement of the Risk; Indemnification Agreement

In consideration of being allowed to use the facilities and participate in Guided Rock Climbing, Hiking, Bouldering, Rock-Climbing Guide Training / Certification and other activities (collectively the "Activities") provided by Rick B. Picar III, LLC: dba Castle Rock Climbing School, dba Joshua Tree Guides, dba Oregon Adventure Guides and dba Sierra Rock Climbing School (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

TO REFRAIN FROM INSISTING ON OR USING A RIGHT OR CLAIM that they have or may have against the Host arising out of the Participant's participation in the Activities or the use of any equipment provided by the Host ("Equipment"), including while receiving instruction and/or training.

TO ACKNOWLEDGE ALL RISKS of participating in the Activities and using the Equipment, even those caused by the negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death. Although Rick B. Picar III, LLC: dba Castle Rock Climbing School, dba Joshua Tree Guides, dba Oregon Adventure Guides and dba Sierra Rock Climbing School has taken reasonable steps to provide me with appropriate equipment and skilled guides so

I can enjoy an activity for which I may not be skilled, Rick B. Picar III, LLC: dba Castle Rock Climbing School, dba Joshua Tree Guides, dba Oregon Adventure Guides and dba Sierra Rock Climbing School has informed me 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 my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. Rick B. Picar III, LLC: dba Castle Rock Climbing School, dba Joshua Tree Guides, dba Oregon Adventure Guides and dba Sierra Rock Climbing School does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks.

TO RELEASE AND INDEMNIFY the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and

Photography Release

Participant hereby grants the Host, its representatives, and employees the right to take photographs of Participant in connection with Participant's participation in the Activities. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

Personal Responsibility

The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating in contrary to medical advice.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant's participation in the Activities is voluntary and further understand that they can inspect the Host's Equipment and facilities before any participation.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

I have read, understood and accepted this agreement and I am aware that by signing this agreement, I may be relinquishing certain legal rights, including the right to sue. I acknowledge the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, assignees, personal representative, and estate and for all members of my family, including minor children. I am aware that by signing this agreement I may be relinquishing certain legal rights, including the right to sue.

Participant's Name (Printed): _____

Participant's Signature: _____ Date: _____

Email Address: _____ Phone number: _____

Parent/Guardian's Name (Printed): _____

Parent/Guardian's Signature: _____ Date: _____

Emergency Contact Name: _____ Phone Number: _____

Past 5 years of Medical History, Prescriptions, Injuries, Allergies, Limitations, Surgery or others?