



## **Participant Agreement, Release, and Assumption of Risk**

In Consideration of the services of Walkabout Adventures LLC, their agents, officers, volunteers, participants, employees and other persons or entities acting in any capacity on their behalf (hereinafter, collectively referred to as “ Activity Provider”), I hereby agree to release, indemnify, and discharge Activity Provider, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. Walkabout Adventures, LLC has taken reasonable steps to provide you with the appropriate equipment and/or skilled guides so that you can experience an activity in which you may not be skilled, some risks cannot be eliminated without adversely affecting the character of this activity. The same elements that contribute to the unique character of this activity can be causes of loss or damage of your personal equipment, accidental injury or illness, or in extreme cases, permanent trauma and/or death. We think it is important for you to be educated in advance of the inherent risks. The following describes some, but not all of those risks:
  - Heat Risks: including sunburn, heat exhaustion, dehydration, heat stroke and disorientation
  - Falls/cuts/bruises/infections/broken bones/sprains/dislocations/allergic reactions or other ailments.
  - Water Accidents: Including, but not limited to: drowning, hypothermia, and loss of life or other.
  - Loss or damage to personal equipment due to the character of this particular activity.
  - Travel delays due to motor or equipment problems, natural disasters or adverse weather conditions.
  - Evacuation delays due to the remoteness of area or other circumstances beyond our control.
2. Furthermore, Activity Provider employees have difficult jobs to perform. They seek safety, but are not infallible.
3. I expressly agree and promise to accept and assume all risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate despite all of the risks.
4. I hereby voluntarily release, forever, discharge, and agree to indemnify and hold harmless Activity Provider from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Activity Provider’s equipment or facilities, including any such claims which allege negligent acts or omissions.
5. Should Activity Provider or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have
7. In the event that I file a lawsuit against Activity Provider, I agree to do so solely in the State of Arizona, and I further agree that the substantive law of Arizona shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.



**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Activity Provider on the basis of any claim from which I have released Activity Provider Herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

**PARENT OR GUARDIANS ADDITIONAL INDEMNIFICATION  
(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (Print minor's name) ("Minor") being permitted by Activity Provider to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Activity Provider from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_