

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

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. Its required that you read the following Legal Document very carefully, make sure you understand it, fill in all spaces, and sign it before you begin participating in the workshop. No person will be allowed to participate without the properly filled out waiver and medical release forms.

**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING BELOW.
THIS AGREEMENT INCLUDES A RELEASE OF CLAIMS.**

I am aware in signing this statement for participation in the ASI Peak Adventures Challenge Center that certain elements are physically and emotionally demanding. This workshop may include climbing, 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. I will be working with the ASI Peak Adventures Challenge Center instructors and with others in my group. 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 Challenge Center instructors or the condition of the premises.

Therefore, 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.

I agree to indemnify and hold harmless the ASI Peak Adventures Challenge Center, their agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from participation in the workshop. I further agree to release, acquit and covenant not to sue the ASI Peak Adventures Challenge Center, for all actions, causes of action claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of the ASI Peak Adventure Challenge Center, their agents and employees.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be California and governed by California law. As liquidated damages, I herby agree that if the ASI Peak Adventures Challenge Center is forced to defend any action, lawsuit or litigation by myself, my executors, my heirs or on my family’s or my behalf, my heirs or executors and I agree to pay the ASI Peak Adventures Challenge Center costs and attorney fees if they successfully defend such action, lawsuit or litigation. In signing this document for my minor child I agree to pay any and all costs and attorney fees incurred by the ASI Peak Adventures Challenge Center in the event that Peak Adventures is forced to defend any action, lawsuit or litigation brought by my minor child.

The terms of this agreement shall continue to be in effect after the workshop is over. Should any paragraph or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining paragraphs or parts shall remain in full force and effect.

I authorize and release to the ASI Peak Adventures Challenge Center 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 myself and my family.

I hereby give permission for transportation to any medical facility or hospital, and I authorize for any qualified instructor or medical personnel to render necessary emergency medical care for the participant listed below.

A copy, paper or electronic, of this release can be used as if it were an original.

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 this _____ day(s) of _____, 20_____. (Date must be the date of the workshop)
Date(s) Month

PARTICIPANT (print name)

GUARDIAN (print name)

PARTICIPANT SIGNATURE

DATE

GUARDIAN SIGNATURE

DATE

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

ASI PEAK ADVENTURES CHALLENGE CENTER MEDICAL FORM

Name: _____

Daytime Phone: _____

Address: _____

Evening Phone: _____

EMERGENCY MEDICAL INFORMATION

All items must be filled out or the person listed above will not be allowed to participate.

Date of Birth: _____

Last Tetanus Booster: _____

1. List allergies, if any: (i.e. insect bites, drugs, food, etc. Note that 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...

IN EMERGENCY CONTACT

Name: _____

Daytime Phone: _____

Relationship: _____

Evening Phone: _____

Name: _____

Daytime Phone: _____

Relationship: _____

Evening Phone: _____

Doctor: _____

Phone: _____

Medical Insurance: _____

Policy Number: _____

AUTHORIZATION TO TREAT A MINOR

(required for all participants under 18 years of age)

I (we) the undersigned parent, parents or legal guardian of _____, a minor, 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_____.

Date of Course

PARENT OR GUARDIAN (print name)

PARENT OR GUARDIAN SIGNATURE

DATE