

SAND CREEK ADVENTURES,LLC PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Sand Creek Adventures,LLC, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "SCA"), I hereby agree to release, indemnify, and discharge SCA, on behalf of myself, my children, my heirs, assigns, personal representative and estate as follows: I acknowledge that outdoor adventure based activity which may include, but is not limited to: low and high ropes courses, zip lines, hiking, camping, rappelling and rock climbing entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: Slipping , falling, falling objects, other people, rope abrasion and entanglement, injuries resulting from climbing and rappelling, belaying, lowering on a rope, rescue systems, ropes course, exhaustion, exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, equipment failure including ropes, slings, pulleys, harnesses, hardware, belay devices, anchor points and other gear used in activity, improper lifting or carrying.

I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Participant may not participate in the program if he or she has any medical (mental or physical) condition which may induce risk to himself or herself or to other participants or staff. By signing below, the Participant or responsible parent/guardian acknowledges there are no known health issues, medical concerns or conditions unstated. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SCA 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 SCA equipment or facilities, including, but not limited to any such claims which allege negligent acts or omissions of SCA. In the event that I file a lawsuit against SCA, I agree to do so solely in the state of Minnesota, and I further agree that the substantive law of Minnesota 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.

Should SCA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, and if SCA is the prevailing party, I agree to indemnify and hold them harmless for all such fees and costs. 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. By signing this document, I acknowledge that I am waiving my rights to any and all claims arising out of my participation in SCA activities which may be against SCA and its parties. I provide consent and release to SCA to use photographs and videos of the participant for any purpose without compensation. All such images remain the property of SCA.

I have had sufficient opportunity to read and understand this entire document and I agree to be bound by the terms outlined herein.

Signature of Participant _____ Print Name _____

Address _____

Phone _____ Date _____ Email _____

Emergency Contact Name: _____ Cell _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (MUST be completed for participants under the age of 18) , In consideration of _____ (print minor's name) ("Minor") being permitted by SCA to participate in its activities and to use its equipment and facilities, **I further agree to voluntarily release, forever discharge, and agree to indemnify and hold harmless SCA 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 SCA equipment or facilities, including, but not limited to any such claims which allege negligent acts or omissions of SCA. I agree to indemnify and hold harmless SCA 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.**

Parental/Guardian Signature:

Print Name:

Date:
