

PACIFIC TREE CLIMBING INSTITUTE, LLC

Participant Agreement, Release, Assumption of Risk, Waiver, Indemnification.

In consideration of the services of Pacific Tree Climbing Institute, LLC (PTCI), their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, indemnify and discharge PTCI, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estates as follows:

PTCI Tree Climbing activities taking place from _____ to _____ 2019

- 1) I UNDERSTAND THAT:
 - a. THERE IS **INHERENT DANGER** in tree climbing activities;
 - b. Property damage, injury or death may result from both foreseeable and unforeseeable events associated with climbing trees;
 - c. Risks include, **but are not limited to**, falling from heights; impacts from falling objects; structural failure of a tree or its parts; equipment failure; and hazardous condition of the area surrounding the trees;
 - d. I am responsible for inspecting materials, equipment and surroundings associated with my personal safety and involvement in tree climbing activities; and
 - e. I am responsible for deciding which activities I am competent to participate in.
- 2) For and in consideration of my being allowed to participate in activities associated with tree climbing, I **VOLUNTARILY AND EXPRESSLY ASSUME ALL RISKS** connected with my participation in this venture.
- 3) I **HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS** I may have at any time, and any and all claims which might otherwise be made by, or on behalf of or on account of me, by any persons or entities against PTCI, its owners, agents, heirs, assignees, subcontractors, partners, volunteers, co-venturers, employees, or other climbers and crew, any recipients of funds or benefits derived from my participation in these activities, the owners or residents of the land upon which the trees to be climbed are situated, those with an interest in the land whether possessory or nonpossessory, and their visitors, employees and agents, and anyone who would be entitled to indemnification from and of them for any liability to or on behalf of or on account of me, for any injuries, death or damages of any kind whatsoever, whether resulting from negligence or not, arising on account of or in consequence of my activities related to this venture.
- 4) In the event that I file a lawsuit against the Pacific Tree Climbing Institute, I agree to do so solely in the state of Oregon, and I further agree that the substantive law of Oregon 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 effort.
- 5) I further agree to follow all instructions from PTCI instructors, guides, crew and their agents during the tree climbing activities, recognizing that, by failing to follow instructions, I may endanger myself and/or others involved in the activity.
- 6) I **FURTHER AGREE TO HOLD THE ABOVE PARTIES SAVE FROM EXPENSE** and to indemnify them for defense, settlement, payment of damages, legal fees or any other expenses relating to injuries or damages sustained by me.
- 7) I **HAVE READ THIS DOCUMENT, I UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS, I EXPRESSLY ASSUME ALL RISKS INHERENT IN MY PARTICIPATION IN THIS VENTURE.**

THIS IS A RELEASE OF LIABILITY. DO NOT SIGN IT UNLESS YOU UNDERSTAND AND AGREE.

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|--|--------------------------------------|-------------------|
| Relationship to participant | Contact info if different from below | |
| Participant's name | | |
| Address/City/State/Zip | | |
| Phone | Email | |
| Emergency Contact Name | Relationship | Phone |
| Physician Name | Physician Phone | |
| Medical Insurance Group Name and Number (optional) | | |
| Please list any allergies to medications, bee stings, etc. | | |
| Please list any medications you are currently taking | | |
| Participants: Height | Weight | Waist measurement |
| Do you have a history of any medical problems that could impact your ability to climb? For example: heart disease, stroke, seizures, asthma, diabetes, muscular problems, etc. ARE YOU PREGNANT? | | |
| Is there any other information, medical or otherwise, we should know about? | | |
| May we use photos of you or your children for publicity or news purposes? | | |

Signature _____

Print Name _____

Date _____