

**PARTICIPANT AGREEMENT, ACKNOWLEDGEMENT OF RISK & INDEMNIFICATION**

Program: \_\_\_\_\_ Location: \_\_\_\_\_ Date: \_\_\_\_\_

In consideration of the services of Shifting Gears, LLC., its board of directors, officers, members, agents, employees, volunteers, interns and all other persons or entities acting in any capacity on its behalf (hereinafter referred as Shifting Gears, I \_\_\_\_\_ hereby agree as follows:

Although Shifting Gears has taken reasonable steps to provide you with appropriate equipment and guides so you can enjoy an activity for which you may not be skilled, we wish to remind you this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can be causes of loss or damage to your equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and be informed of the inherent risks. The following describes some, but not all, of those risks.

1) Weather conditions may change quickly, including wind, lightning, fog and excessive heat and sun; 2) hypothermia (being too cold) and hyperthermia (being too hot); 3) improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of injury; 4) my own physical condition and my own acts or omissions; 5) the consumption of tainted food or drink during the trip, including exposure to polluted or contaminated water; 6) my own and other participants' attempt to exceed their skills and/or behave in a reckless manner; 7) my own failure or that of other participants to follow the safety guidelines and other instructions of Shifting Gears' guides; 8) improper use of equipment; 9) inadequate repair or maintenance of Shifting Gears facilities and equipment; 10) manufacturing or other defects, both apparent and latent, in the equipment supplied or used by Shifting Gears; 11) vehicular or pedestrian accident while being transported or walking to or from Shifting Gears' staging areas; and 12) error on the part of Shifting Gears and its guides, employees, volunteers, include insufficient instruction or assistance.

I am aware that this activity entails risks of injury or death to myself. I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I agree to assume decomposability for the risks identified herein and those risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.

I certify that I am fully capable of participating in this activity. Therefore, I assume full responsibility for myself, including my minor children, for bodily injury, death and loss of personal property and expenses thereof as a result of those inherent risks and dangers and of my negligence in participating in this activity.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Shifting Gears, 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 Shifting Gears' equipment or facilities, including any such claims which allege negligent acts or omissions of Shifting Gears, except if such claims, demands, or causes of action arise out of the gross negligence or willful misconduct of Shifting Gears.

I have read, understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and bind upon myself, my heirs, assigns, personal representatives and estate and for all members of my family, including any minors accompanying me.

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_

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

Participant's Age: \_\_\_\_\_ or  (Check if over 18 years) Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_