

**WAIVER AND RELEASE OF CLAIMS**

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 to collectively as "Shifting Gears"), I, the undersigned, hereby agrees as follows:

Although Shifting Gears strives to provide you with appropriate equipment and leaders 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 to be informed of the inherent risks. The following describes some, but not all, of those risks.

- 1) Weather conditions may change quickly, including wind, lightening, 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' leaders;
- 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 leaders, employees, volunteers, including without limitation 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 risks, either known or unknown, anticipated or unanticipated, may result in injury or death. I agree to assume all risks related to the activity, including 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 knowingly and voluntarily elect to participate in spite of the risks.

I certify that I am fully capable of participating in this activity. I assume full responsibility for myself, including my minor children, for bodily injury, death and/or 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 knowingly and 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 to the extent such claims, demands, or causes of action arise out of the gross negligence or willful misconduct of Shifting Gears. Shifting Gears makes no representation or warranty whatsoever regarding the safety or suitability of any activity, equipment, or personnel, for any purpose.

I have read, fully understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives, and my estate.

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

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

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

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

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

Do you have any important medical information that the Shifting Gears' Leaders should know? This will be kept confidential. (Allergies, phobias, medical conditions etc.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## PHOTO RELEASE FORM

I hereby grant Shifting Gears permission to use my likeness as it may appear in photograph, video, or other media ("Photo") taken, filmed, or otherwise made by Shifting Gears, in any and all of its publications or media, including web-based publications, without payment or other consideration.

I understand and agree that all Photos taken by Shifting Gears personnel are the property of Shifting Gears and will not be returned, shared, deleted, or edited except as Shifting Gears may determine in its sole discretion.

I hereby irrevocably authorize Shifting Gears to edit, alter, copy, exhibit, publish, or distribute these Photos for any lawful purpose. In addition, I waive any right to inspect or approve any Photo prior to publication. Additionally, I waive any right to royalties or other compensation arising or related to the use of the Photo.

I hereby hold harmless, release, and forever discharge Shifting Gears from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

**I HAVE READ AND UNDERSTAND THE ABOVE PHOTO RELEASE. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE. I ACCEPT:**

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_