PACIFIC RIM ALLIANCE

Release of Liability, Waiver of Claims, Express Assumption of Risk & Indemnity Agreement

Please read and be certain you understand the implications before signing.

Express Assumption of Risk

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with and including, but not limited to skiing, snowboarding, hiking, cycling, camping, rafting, transportation of equipment related to the activities, and travelling to and from activity sites in which I am about to engage, and other non-sport, social activities sponsored by the Pacific Rim Alliance, including activities associated with meetings and parties. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that my result in permanent disability and death.
2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
3. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual path, bowls, half-pipes, jumps, padded and non-padded barriers, other persons, and other natural and man-made hazards.
4. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, riding surfaces or other obstacles.
5. Exposure to the elements and temperature extremes may result in frost nip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
6. Dangers associated with exposure to natural elements include but are not limited to avalanche, rock fall, inclement weather, thunder and lighting, severe and or varied wind, temperature and other weather conditions.
7. Accidents or illness occurring in remote places where there are no available medical facilities.
8. Fatigue, exhaustion, chill, and/or dizziness, may diminish my/our reaction time and increase the risk of accident.
9. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles, and cyclists.
10. I AGREE TO WEAR APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT I AM PARTICIPATING IN. However, protective gear cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for my being permitted to participate in a Pacific Rim Activity [hereinafter referred to as "the Event"], I hereby agree to the following:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the Pacific Rim Alliance or entities, herein referred to as Releasees;
2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.;
3. To hold harmless and indemnify the Releasees from any and all liability for any property damage or personal injury to any third party, resulting from my participation in the Event;
4. This agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

S/ _____ _____ _____

Signature of Adult Participant | Name of Adult Participant (Please Print) | Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/ _____ _____ _____

Signature of Adult Participant | Name of Adult Participant (Please Print) | Date