

El Potrero Chico Guides DBA and Sierra Climbing School LLC

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Participant Agreement Including: Assumption of Risk, Liability Release, and Indemnity Agreement

In consideration of the services of **El Potrero Chico Guides DBA and Sierra Climbing School LLC.**, its officers, agents, employees, and stockholders, and all other persons or entities associated with it (hereinafter collectively referred to as "EPCG"), **I, for myself (and on behalf of the minor child, if any), agree as follows:**

Although EPCG has taken reasonable steps to provide appropriate equipment and skilled guides so I (or my child) can enjoy an activity for which I (or my child) may not be skilled, I understand this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and therefore EPCG does not attempt to eliminate all risks. The risks, both inherent risks and other risks, can be the cause of loss or damage to my equipment, or injury, illness, or in extreme cases, permanent trauma, disability, or death. EPCG does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the risks.

EPCG engages in many activities. My (or my child's) activities will depend on the program in which I am (or my child is) enrolled but may include: hiking, rock climbing (using climbing ropes, harnesses, and other equipment), rappelling (descending a rock face or cliff with the use of equipment), cross country skiing, mountaineering (climbing snow or ice-covered mountains potentially with equipment such as ice axes and crampons), ice climbing, or snowshoeing.

The inherent risks of these activities include, among other things, the hazards of: walking, skiing, or snowshoeing on uneven terrain; tripping, slipping or falling or falling off or down the rock face, snow, or ice; being struck by rock or ice fall, people, or other objects dislodged or thrown from above; discharge of weapons in or near the area of activity; injuries caused by contact with equipment, including crampons and ice axes; ; the forces of nature, including lightning and rapid weather changes; cold or winter injuries including hypothermia, frostbite, avalanche, and snow blindness; exposure to dangerous or poisonous animals, plants, or insects; getting lost or disoriented; injury or illness related to my own physical condition or the physical exertion associated with this activity (such as heart attack or stroke); delays in evacuation or medical treatment; and traveling to and from the site in my or someone else's vehicle. Furthermore, EPCG employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, environmental conditions, or other aspects of the program. They may give incomplete warnings or instructions, and the equipment used (including climbing ropes, harnesses, or belay devices) might malfunction or fail completely. **I acknowledge that it is impossible for EPCG to foresee and warn me of every conceivable thing that might go wrong.**

I am aware that the activities of my (or my child's) program entail risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. **I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks and other risks not specifically identified.** My (or my child's) participation in this activity is purely voluntary, no one is forcing me (or my child) to participate, and **I elect to (or to have my child) participate in spite of and with full knowledge of the risks.** For activities that take place on national park service land, I acknowledge and accept only the inherent risks of my activities which include those listed above and others.

I acknowledge that engaging in the activities may require a degree of skill and knowledge different than other activities and that I (and my child) have responsibilities. I acknowledge that the staff of EPCG has been available to more fully explain to me the nature and physical demands of this activity and the risks, hazards, and dangers associated with this activity.

I certify that I am (or my child is) fully capable of participating in this activity. Therefore, **I assume and accept full responsibility for myself, and all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of the risks and dangers whether identified herein or not, and as a result of my (or my child's) negligence in participating in this activity.**

I hereby release, indemnify (meaning to pay or reimburse for expenses), and hold harmless, EPCG from any and all claims, demands, losses, and liability related to any injury, illness, property damage, disability, or death, I, my child, or any other person may cause or suffer related to my (or my child's) participation in the program or the use of any equipment or facilities. This release and indemnity includes any claims related to the negligence of EPCG and is to be interpreted to the fullest extent allowed by law. I consent to the use of any photographs or video taken of me (or my child) or provided by me (or my child) to be used for publicity, promotion, television, websites, or any other use, and expressly waive any right of privacy,

compensation, copyright, or other ownership right connected to this use. I agree that any dispute I have (or my child has) with EPCG will be governed by the laws of the State of Nuevo León, Mexico and in the jurisdiction of the courts of the city of Monterrey, Nuevo León Mexico and that any suit, arbitration, mediation, or other claims must be brought only in the state of Nuevo León. If any portion of this agreement is deemed unenforceable, the remaining parts of the agreement will continue to remain in full force and effect. The parties submit to the laws of the State of Nuevo León, Mexico and the jurisdiction of the Courts of the City of Monterrey, Nuevo León, Mexico to solve any controversy that may arise from the construction or enforcement of this agreement and they waive any jurisdiction that may be applicable derived of their current or future domiciles under the law.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS STATED HEREIN AND ACKNOWLEDGE THAT THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON MYSELF, MY CHILD, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE AND ESTATE AND FOR ALL MEMBERS OF MY FAMILY AND EXECUTE SUCH IN THE STATE OF NUEVO LEÓN, MEXICO.

Signature of Participant _____ **Today's Date** _____
Print Name _____ Age _____
Street or PO Box _____ City _____
State _____ Zip Code _____ Home Telephone _____
Email _____

SIGNATURE OF PARENT OR GUARDIAN, IF PARTICIPANT IS UNDER 18 YEARS OF AGE

Signature of Parent or Guardian _____
Print Name _____ Today's Date _____

PARTICIPANT MEDICAL INFORMATION

Please answer the following questions to the best of your ability. The activities you will participate in often are of a different physical nature than what most participants are familiar with. All medical concerns need to be known so we can provide it to medical personnel in case of a medical emergency. You are responsible (in conjunction with your doctor) to decide if you are (or your child is) capable of participating in this activity. If you have questions regarding your participation, you should discuss them with your doctor.

-Do you or have you ever suffered from any of the following? Please check.

- Heart Problems
- Asthma
- Back Problems
- High Blood Pressure
- Diabetes
- Allergies _____
- Other _____

-Are you currently under a doctor's care _____

-Are you allergic to insect bites/stings _____

-Do you have any medical condition not listed that EPCG should be made aware of?

-Describe your current level of physical activity and fitness: _____

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.

I hereby certify that the above information is complete and accurate.

Signature of Participant _____ **Date** _____

If Under 18 – Signature of Parent or Guardian _____

Emergency Contact _____ Phone _____