

**PARTICIPANT AGREEMENT, RELEASE,  
& ACKNOWLEDGMENT OF RISK**

**PARTICIPANT'S AGREEMENT TO ACCEPT RESPONSIBILITY OF PERSONAL INJURY, PROPERTY DAMAGE AND DEATH ASSOCIATED WITH THE INHERENT RISKS OF MOUNTAIN CLIMBING ACTIVITIES, AND TO RELEASE JACK ROBERTS, PAM ROBERTS FROM ANY AND ALL LIABILITY IN CONNECTION WITH THE INHERENT RISKS OF YOUR PARTICIPATION IN MOUNTAIN CLIMBING ACTIVITIES.**

In consideration of the services of Jack Roberts, I hereby agree to release, indemnify, and discharge Jack Roberts, Pam Roberts on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in outdoor adventure based activities such as rock and ice climbing, mountaineering, hiking, snow shoeing, cross country skiing, and/or climbing on an artificial indoor climbing wall entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be avoided without jeopardizing the essential qualities of the activity. Furthermore, Jack Roberts has a difficult job to perform. He seeks safety but is not infallible. He might be unaware of a participant's fitness or belittles. He might misjudge the weather, the elements, or the terrain. He might give inadequate warnings or instructions, and the equipment being used might malfunction.
2. I understand that I am undertaking travel to remote geographical areas located in lesser-developed countries where, among other things, a sense of urgency, attention to detail, standards of: quality, hygiene, political stability, cuisine, sanitation facilities, cleanliness, level of development, telecommunications facilities, methods of conducting business, medical evacuation, etc. may be deemed unsatisfactory and/or not equivalent to those found in industrialized nations. I also understand that the normal level of medical treatment and services, including the presence of a physician or any other trained medical professionals and/or the availability of prescription-type drugs, may not be possible. I understand and acknowledge all of these risk factors.
3. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of these risks.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Jack Roberts and Pam Roberts 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 Jack Robert's equipment including any such claims which allege negligent act of omissions of Jack Roberts
5. I certify that I have adequate insurance to cover any injury or damage that 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 have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Jack Roberts and Pam Roberts on the basis of any claim from which I have released them herein.**

I have had sufficient opportunity to read this entire document. I have read and understand it, and agree to be bound by its terms.

Signature of Participant \_\_\_\_\_ Date: \_\_\_\_\_

If under 18 years of age Signature of Participant's Guardian \_\_\_\_\_