



PARAGON GUIDES, INC.
-Quality Outdoor Adventures since 1978-

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Paragon Guides, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "PG"), I hereby agree to release, indemnify, and discharge PG, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that outdoor adventure based activities such as hiking, biking, fishing, rock climbing, mountaineering, camping, & skiing, entails known and unanticipated risks that 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 eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: the hazards of walking on uneven terrain and slips and falls; being struck by rock fall, icefall or other objects dislodged or thrown from above; the use and potential or actual failure of climbing ropes and equipment; accidents involving other bicycles or vehicles; collision with fixed or movable objects; injuries or accidents involving contact with the bicycle; falls from the bicycle; the negligence of other operators of motor vehicles or myself; weather conditions; being impaled by a fishing hook; equipment failure; the forces of nature, including lightning, weather changes and avalanche; the risks of falling off the rock, mountain or into a crevasse; water hazards; accidental drowning; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; travel in remote areas with poor or no access to emergency and/or medical services; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; and improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity. A llama, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright They may do such things as bite, kick, lie down, or stumble.

Furthermore, PG 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 or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. 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 the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless PG 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 PG's equipment or facilities, including any such claims which allege negligent acts or omissions of PG.
4. Should PG or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. 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.
6. In the event that I file a lawsuit against PG, I agree to do so solely in the state of Colorado, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

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 PG 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 understood it, and I agree to be bound by its terms.

Signature of Participant _____

Print Name _____

Address _____

City / State / Zip _____

Email _____

Phone _____ Date _____

Cell _____

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of (print minor's name) _____ ("Minor") being permitted by PG to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless PG from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____

Print Name: _____ Date: _____

MEDICAL INFORMATION:

- | | | |
|---|-----|----|
| *Are you / or have you had any problems with altitude? | Yes | No |
| *Do you have any bone, joint or ligament problems we should know about? | Yes | No |
| *Do you have any history of heart related conditions? | Yes | No |
| High blood pressure? | Yes | No |
| *Do you carry any medications? i.e., Asthma, Diabetes, Etc. | Yes | No |
| Please explain: | | |
| *Are you currently taking any prescription or "over the counter" drugs? | Yes | No |
| Please list: | | |
| *Do you have any allergies? i.e., medications, food, insect bites, etc. | Yes | No |
| Please explain: | | |
| *Do you have any medical conditions that you feel your Guide should know about? | | |
| Please explain or talk to your Guide: | | |

CONSENT TO MEDICAL TREATMENT: I hereby consent to any emergency medical treatment to be rendered to me, for injuries incurred during this tour. I understand and agree that I am solely responsible for all applicable charges for such treatment and rescue. The Medical Information is filled out completely and accurately to the best of my knowledge.

Participant signature _____ **Date** _____

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