

**PLEASE READ AND SIGN THIS ACKNOWLEDGEMENT OF RISKS,  
AND ASSUMPTION OF RISK AND RESPONSIBILITY**

**WARNING:** There are significant elements of risk in any activity associated with outdoor adventures, including but not limited to hiking/trekking, kayaking, climbing, and the use of any related equipment (referred to herein as “activity”). Although we have taken reasonable steps to provide you with appropriate equipment and/or skilled guides so you can enjoy an activity for which you may not be skilled, we wish to remind you this activity is not without risks. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the 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.

**ACKNOWLEDGEMENT OF RISKS:** I acknowledge that the following describes some, but not all, of those risks: 1) falling; 2) heat related injuries and illnesses including, heat exhaustion, heat stroke, and dehydration; 3) an “act of nature” which may include inclement weather, thunder and lightning, severe and/or varied wind temperature or weather conditions; 4) equipment failure and/or operator error; 5) my sense of balance, physical coordination, and ability to follow instructions; 6) attack by or encounter with insects, reptiles or animals; 7) accidents or illnesses occurring in remote places where there are no available medical facilities; 8) fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of accident. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** I am aware that this activity entails risks of injury or death to myself and minor children for whom I may be responsible. I agree to assume responsibility for the risks identified herein and those risks not specifically identified. My/Our participation in this activity is purely voluntary. No one is forcing me/us to participate and I/we elect to participate in spite of the risks. I am (we are) physically and mentally capable of participating in the activity and/or safely using the equipment. I assume full responsibility for the risks of personal injury, accidents of illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck, and/or spinal injuries; animal or insect bite or attack; injury caused by shock, paralysis, drowning, and/or death; and any resultant expenses from any of the foregoing risks. I also assume responsibility for damage to or loss of by/our person property as a result of any accident that may occur.

**COVENANT OF GOOD FAITH:** I recognize that you, as provider of goods and/or services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity or refuse or terminate the participation of any person for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to achieving objectives.

**AUTHORIZATION:** I hereby authorize any medical treatment deemed necessary in the event of any injury while participation in the activity. I either have appropriate insurance or, in its absence, agree to pay all cost of rescue and /or medical services as may be incurred on my/our behalf. In consideration of the services of Dwain A. Roqué and dba D&M SERVICES, their officers, agents, employees, and stockholders and all other persons or entities associated with those businesses, I agree as follows: I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death, loss of personal property, and expenses as result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my/our negligence in participating in these activities”.

**I have read the foregoing acknowledgement of risks, assumption of risk and responsibility.**

**Participant’s Name** (print): \_\_\_\_\_ **Signature:** \_\_\_\_\_

(parent or guardian if under 18)

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **In an emergency, notify** (print): \_\_\_\_\_ **Phone:** \_\_\_\_\_