

## MAKE TRYBE ADULT ASSUMPTION OF RISK AND RELEASE OF LIABILITY

18+ AGREEMENT - [Please make sure you read and understand before signing]

In consideration of the services of Make Trybe School, its agents, officers, volunteers, participants, employees, affiliates and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Make Trybe," I understand and agree that:

1. My participation in outdoor adventure based activities 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. Risks of my participation in Make Trybe activities include, but are not limited to:
  - Slipping and falling
  - Falling objects
  - Harm from existing objects or structures
  - Water hazards, including drowning
  - Exhaustion
  - Exposure to temperature and weather extremes that could cause hypothermia, frostnip, and frostbite that may result in loss of limbs, digits and permanent scarring, hyperthermia (heat related illnesses), heat exhaustion, and heat stroke
  - Sunburn
  - Dehydration
  - Exposure to potentially dangerous wild animals, insect bites, and hazardous plant life
  - Equipment failure or injury from equipment
  - Improper lifting or carrying
  - My own capabilities may contribute to the risk, including my sense of balance, physical coordination, and ability to follow instructions
  - If I experience fatigue, chills or dizziness during the activities, my reaction time will be diminished and the risk of accident will increase
  - An "act of God" including things like avalanche, rock fall, inclement weather, high winds or and lightning

- Accidents or illnesses occurring in 'remote' places without available medical facilities.
2. Furthermore, Make Trybe employees have difficult jobs to perform. They seek safety, but they are not infallible. They may lack a complete understanding of a participant's fitness or abilities. They may misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
  3. **I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT(S)**, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I know these activities entail risk of injury or death. I understand the above description of inherent risks is not complete and that other risks, anticipated and unanticipated, also can result in injury, illness or death.
  4. I certify that I am physically and mentally capable of participating in the activities relating to Make Trybe, including using the equipment involved in such activities. I understand this is a prerequisite to my participation in these activities. I assume and accept full responsibility for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and, as a result of my negligence in participating in this activity.
  5. I hereby **WAIVE, RELEASE, AND DISCHARGE** any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, **THE FOLLOWING ENTITIES OR PERSONS:** Make Trybe School of Transformative Design, Wickerson Studios LLC, or Regina Campernole.

6. **I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE** the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise.
7. **PROPERTY LOSS** I understand that neither Make Trybe nor the owners of any other property on which Make Trybe programs are held is responsible for any personal property lost, damaged, or stolen while program participants are in Make Trybe programs.
8. **INSURANCE** I understand it is my responsibility to provide my own accident and health insurance coverage while I am participating in a Make Trybe program/on Wickerson Studios LLC or Regina Campenole's property.
9. **FIRST AID** I authorize a qualified Make Trybe staff member, if the need arises, to administer first aid, CPR or other treatment.
10. **PHOTOGRAPH PERMISSION** I give my permission for Make Trybe to use without limitation or obligation, photographs, film footage, or tape recordings, which may include my voice or image for purposes of promoting Make Trybe programs.
11. **I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.** I further certify, by signature below, that I am fully capable of participating in the activities. I also certify that I accept the risk of any medical or physical condition I may have.

Name of Participant (Please Print)\_\_\_\_\_

Date: \_\_\_\_\_

Signature\_\_\_\_\_