



P.O. Box 4743  
491 10<sup>th</sup> St. E.  
Unit A17  
Ketchum, ID 83340

## PARTICIPATION AGREEMENT (Including assumption of risks and agreements of release and indemnity)

Please read this Participation Agreement (the “Agreement”) carefully. It must be signed by all adult (eighteen years and older) participants in the amusements and activities offered by Blue Beta Tours, LLC, (the “Operator”). If the participant is a minor, at least one parent or legal guardian (parent and guardian being referred to in this document as “Parent”) must sign, as evidence of their agreement to these terms and conditions, for themselves and on behalf of the minor participant. “Participants” as used in this Agreement refers to persons engaged in the activities, non-staff members observing or assisting the activities, and persons otherwise on the tour or other activity site whose agreement to these terms is required by the Operator.

<b>Last Name</b>	<b>First Name</b>	<b>Middle Name</b>	<b>Date of Birth</b>
<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Phone</b>	<b>Email Address</b>		
<b>Emergency Contact</b>	<b>Emergency Phone</b>		

In consideration of being allowed to participate in the amusements and activities offered by the Operator, I, an adult participant, or Parent of a minor participant (for myself and on behalf of that minor participant), acknowledge and agree as follows:

This Agreement applies to activities offered by the Operator on any of its tours.

### Activities and Risks

Activities and amusements offered by the Operator include, but not exclusively: rock climbing at remote outdoor locations, including bouldering, top roping, and lead climbing; transportation to remote climbing sites, hiking and walking (including trails and street crossings); rope climbing; moving about remote climbing sites.

Participants share the responsibility for managing the risks of the activities, supervised or not, including not participating in an activity for which they feel they are not qualified or which includes harmful conditions. The Participants must follow all policies, rules, and regulations of the Operator. I acknowledge that the staff of the Operator is, and has been, available, to answer any questions about the nature and physical demands of the activities and their risks. If I am a Parent of a participating minor, I have explained these responsibilities to my minor child or ward.

Risks of the tour activities include, among others, the following: (1) falls and abrupt and possibly harmful contact with persons, structures and objects (fixed and moveable), including cliffs, rocks, ropes, the ground and other surfaces; (2) failure of the equipment, ropes, harnesses, and other climbing equipment; (3) mental or physical health problems of the Participants and others; (4) lack of training and conditioning; (5) carelessness and misjudgments, including negligence, of the Participant and the Operator staff, by improperly belaying and otherwise failing to follow proper procedures, instructions and operating policies; (6) injuries associated with activities in and about the outdoors, including hiking over sometimes uneven terrain, falling timber and rocks, harmful plants and animals and the forces of nature; (7) tourist activities, including transportation, walking and dining in towns and cities; and (8) accidents and illnesses, including allergic reactions, occurring in remote places where emergency medical care may be significantly delayed; and (9) accidents while being transported to remote sites or any time during the tour.

These and other risks are inherent in the activities of the tour; that is, without them, the activity would lose its value and appeal and vigorous participation would be discouraged. These and other risks can result in losses to the Participants, including property damage, bodily injury, permanent disability, paralysis, and even death.

#### **Assumption of Risks**

If I am an adult participant or Parent, I hereby acknowledge the risks described above and their inherency, and that other risks, known and unknown, inherent and otherwise, may be encountered. I expressly Assume all the risks, known and unknown, inherent or not, and whether or not described above, of enrollment or participation in an amusement or activity of the Operator, the participation in a tour, and activity at remote sites and transportation to or walking to activity sites. If I am the Parent of a minor participant, I have discussed the activities, responsibilities and risks with the minor child who understands and accepts them.

#### **Release and Indemnity**

**I, an adult participant or Parent (Parent agreeing for himself or herself and on behalf of a minor child or ward who is a participant), to the maximum extent allowed by law hereby agree to release and discharge each and every entity or company that own or operate under the "Blue Beta Tours" name ("Released Parties") from all claims, liabilities and losses asserted by or on behalf of me or the minor participant in any way arising from or connected with my, or the minor's, enrollment or participation in an activity of the Operator, the participation in a tour, or otherwise moving about the remote sites and transportation to or walking to activity sites. I understand that in signing this document, I surrender my, and the child's, right to make a claim or file a lawsuit against a Released Party for personal injury, property damage, wrongful death, products liability or any other theory, to the maximum extent allowed by law.**

**I further agree to hold harmless and indemnify (that is, defend and pay or reimburse) the Operator and the other Released Parties from any claim and from any liability, loss, damages or expenses (including attorneys' fees) resulting from 1) a claim brought by a co-participant, rescuer or any other person for loss or damage caused by my, or the minor participant's, acts or omissions; and 2) a claim brought by any member of my or my minor child's family in any way arising out of my or the minor's enrollment or participation in an activity of the Operator or otherwise moving about the activity sites and transportation to or walking to activity sites.**

**These agreements of release and indemnity include loss, damage or expense claimed to have been caused in whole or in part by the negligence of a Released Parties, but not gross negligence or intentionally wrongful conduct.**

#### **Additional Provisions**

If I am an adult participant or Parent, I acknowledge and agree to the following additional provisions:

**Medical:** The Operator does not have medical personnel or treatment available to visitors. I hereby authorize and grant permission to the Operator to secure emergency medical treatment for myself or, if my minor child or ward is the participant, for the child. Neither I nor the child has any emotional or physical condition which would cause me, him or her to be a danger to ourselves or to others. I am, or the child is, covered by medical health insurance sufficient to provide for any medical costs that may be incurred, and in any event I agree to be responsible for such costs.

**Medical Release:** I consent to the reproduction and use by the Operator of photographs, videos and other images and sound recordings of me, or the minor, without compensation, for advertising or other purposes. I release the Operator and other Released Parties from liability for any violation of any personal and/or proprietary right I or the child may have in connection with such reproduction or use.

**Dispute Resolution:** I, for myself and for the child, agree to engage in good faith efforts to mediate any dispute that might arise between me or the minor child and the Released Parties. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims between the parties will be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect I agree that any dispute between the Released Parties and the Participants or Parent will be governed by the substantive laws (not including laws which might apply the laws of another jurisdiction) of the State where the Operator is located. Any mediation or arbitration shall take place only in that state, and in the County in which the Operator is located or in the next nearest county in which a court of competent jurisdiction is located.

This Agreement, which consists of this and the previous page, will apply to my, or the child's, participation in activities identified above, for the current and for all future tours, until cancelled in writing by me or expired pursuant to the provisions of state law.

**I have carefully read, understand and voluntarily sign this Agreement and acknowledge that it shall be effective and binding upon me, my minor child or ward who is a participant, and my, or the child's, family, heirs, executors, administrators and representatives. I agree that if any portion of this Agreement is held by a court of competent jurisdiction to be invalid, the balance of this Agreement shall continue in full force and effect.**

**Signature of Participant:**

(18 years and older must sign)

\_\_\_\_\_

Participant Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

Parent(s) or Guardian(s) must sign below for any participating minor (those under 18 years of age) and agree that they are subject to all the terms of this Agreement, including, without limitation, the Indemnification paragraph set forth above.

**Signature of Parent(s)**

*(or Legal Court Appointed Guardian)*

\_\_\_\_\_

Parent/Guardian Name:

\_\_\_\_\_

Date:

\_\_\_\_\_