



RISEING PHOENIX ADVENTURES, LLC
EXPRESS WAIVER AND RELEASE AGREEMENT
You are waiving legal rights – Please read carefully

I want to participate in a rock climbing, ice climbing, mountaineering, hiking, canyoneering, or other adventure activity (“Activity”) with Rising Phoenix Adventures, LLC (hereafter, “RPA,” which includes all its employees, volunteers, agents, members, managers, and officers, and all affiliates of the foregoing) or I am a parent whose child wants to participate in an Activity. I understand that RPA does not want to be sued or risk liability for personal injury, wrongful death or property damage arising from or related to participation in the Activity. To obtain the privilege of participating in the Activity, I agree on behalf of myself and, if applicable, my child, to the following:

1. *Inherent risk of injury:* Participating in the Activity involves inherent risks of injury, including but not limited to the risk of RPA’s negligence. For example, I understand that the Activity is inherently dangerous due to, without limitation, any of the following: equipment failure, environmental conditions, acts of God, the negligence or physical limitations of myself, my child, and others, or RPA’s negligence. I understand that the foregoing dangers create a risk for me (or my child) of personal injury, death, or damage to personal property (“Injury”). **I freely assume these risks. Initials:** _____.

2. *Release:* I forever **RELEASE** RPA from any and all liabilities and claims for any Injury arising out of or related to the Activity, **including but not limited to any Injury caused by RPA’s negligence.** I will not, on behalf of myself or anyone else, sue or make a claim against RPA for any Injury, even if the Injury is caused by RPA’s negligence. **Initials:** _____.

3. *Indemnity:* I will indemnify and hold RPA harmless from all damages, claims, and liability, including without limitation attorneys’ fees and costs, related to any Injury or breach of this agreement by myself or others. This indemnity and hold harmless agreement includes Injury caused by RPA’s negligence. **Initials:** _____.

4. *Knowing and Voluntary:* No one is forcing or requiring me (or my child) to participate in the Activity or to sign this agreement. I have been given the opportunity to ask questions and have my questions answered. I sign this agreement of my own free will and I fully understand its contents. This agreement applies to each participation in an Activity, is binding on me, my child (if applicable) and our heirs and estates, is governed by Arizona law, and will not be modified or revoked except by an express writing signed by RPA and me. I acknowledge that I am solely responsible for obtaining insurance relating to my participation in the Activity. **Initials:** _____.

 Signature Date: _____

Print name and age legibly: _____

If participant is under 18, signature of parent or guardian is required:

 Signature of Parent or Guardian Date: _____

Print name legibly: _____