



# Assumption of Risk, Waiver and Release Agreement

**Assumption of Risk:** I understand that the Activities (Defined as all activities associated or engaged with Phoenix Adventures, including, without limitation, camping, hiking, backpacking, canoeing, kayaking, rafting, climbing and biking.) in which I will engage with Phoenix Adventures (Defined as Phoenix Adventures LLC, its directors, officers, employees, agents, volunteers, sponsors and advertisers.) will expose me to many hazards and involve risks of property damage and loss, and of personal injury, illness and death. I choose to participate in and observe the Activities despite all hazards and risks. I assume all hazards and risks and accept responsibility for any property damage and loss, and for any personal injury, illness and death that I may suffer from the Activities. I understand that these Activities are extreme sports that necessitate my active participation and require me to listen and heed all instructions and warnings.

**Waiver and Release:** In consideration of Phoenix Adventures providing services and equipment to allow me to participate in and observe the Activities, and on behalf of myself and my family, heirs and personal representatives:

- I waive my right to sue Phoenix Adventures for any property damage and loss, and any personal injury, emotional distress, illness and death, which I may suffer while participating in or observing the Activities, whether caused by the acts or omissions of Phoenix Adventures or otherwise.
- I release Phoenix Adventures from all liabilities and claims arising from and transportation to and from the Activities.
- I understand that I should be in good physical health to participate in the Activities and I have consulted with my physician regarding the Activities and have received acknowledgement that I am fit enough to participate. I also have made specific notification (on the back of this form) of any allergies, health conditions or other restrictions which may impact my participation in the Activities.
- I promise Phoenix Adventures that I will not participate in the Activities if I am under the influence of alcohol or drugs.
- Phoenix Adventures may take and use photographs, video, film and other images of me participating in or observing the Activities. I waive any right of privacy, publicity, compensation, copyright or other rights to those images and I consent to Phoenix Adventures using those images for any purposes.

**Indemnity:** I agree to indemnify and hold Phoenix Adventures harmless from all claims, causes of action, liability, losses, or damages for any property damage, property loss or theft, personal injury, death or other loss arising from or relating to my use of the equipment and/or services of Phoenix Adventures. I also consent to venue and jurisdiction as determined by Phoenix Adventures.

**Acknowledgement of Skills, Training and Physical Condition:** I acknowledge that the Activities are strenuous and dangerous and require a certain degree of physical condition, ability, maturity and skill. I acknowledge that I (or my child) have the requisite skills, qualifications, physical and mental ability and training necessary to properly and safely participate in the Activities. I agree that if I have any questions as to what skills, maturity, qualifications, training or physical or mental requirements are necessary to properly participate in the Activities, I will direct those questions to Phoenix Adventures.

**Acknowledgement of Understanding:** I have read this Agreement, I understand its contents and I sign it voluntarily. I intend by this Agreement **to assume all hazards and risks, waive all rights to sue and release all liabilities and claims** with respect to my participation in the Activities. I understand that this Agreement has **no expiration date** and remains in effect at all times that I am observing or participating in the Activities.

**By signing this Agreement, I acknowledge that I am 18 years of age or older:**

Name of Participant	Participant's Signature	Date
Emergency Contact: _____	Contact's Phone No: _____	

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No: \_\_\_\_\_ Email: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**Consent of Parent or Legal Guardian (if participant is under 18 years of age):** I certify that I am the parent or legal guardian of the above named Participant, that I have read and understood the Agreement and that the Participant is of adequate physical health, maturity, ability and skill and voluntarily participates in the Activities. I give my permission for Participant to participate in the Activities and I execute this Assumption of Risk, Waiver and Release Agreement on his/her behalf. This Agreement shall apply to and bind me and the Participant.

Name of Parent/Guardian of Participant if Minor	Parent/Guardian's Signature	Date
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Phoenix Adventures LLC  
**Equipment Damage and Replacement Fees Policy**

**Damage Fees**

Severity of damage and associated fees will be determined by Phoenix Adventures on all equipment. Damages may include, but not limited to: lost tent stakes, bent or broken poles, damaged zippers, sizable holes, rips, or tears, scratches and dents and/or missing parts.

**Lost, Stolen or Destroyed Replacement Fees**

The renter will be assessed replacement fees for equipment that is lost, stolen, destroyed or damaged beyond the point of repair.

<u>Item .....</u>	<u>Value</u>
PFDs (Lifejackets).....	\$50.00
Kayak Paddles.....	\$80.00
Canoe Paddles .....	\$30.00
Tents.....	\$140.00
Sleeping Bags.....	\$80.00
Backpacks .....	\$190.00
Canoes .....	\$1000.00
Kayaks.....	\$550.00
Dry Bags.....	\$30.00

**By signing this Agreement, I acknowledge that I am responsible for paying equipment damage and/or replacement fees:**

_____	_____	_____
Name of Renter	Renter's Signature	Date
Address: _____	City: _____ State: _____	Zip: _____
Phone No: _____	Email: _____	

**Credit Card Information (\*Required\*)**

***Why ask for Credit Card Information?** – The only reason this is asked for is to protect Phoenix Adventures from those who would be malicious and not honor this agreement. This information will be kept only for this purpose and will be destroyed upon equipment return in good condition. Signing this form authorizes Phoenix Adventures to process damage fees with card information provided.*

\*Scan of Credit Card front and back.

\*Credit Card Number: \_\_\_\_\_

\*Exp. Date: \_\_\_\_\_ \*CVV: \_\_\_\_\_ \*Billing ZIP: \_\_\_\_\_

*Note: Credit Card Processing fee will be added to total fees unless paid by cash or check.*