



# Adventure Racer Agreement

## \*\*Underage Racer\*\*

**HEALTH STATEMENT, INDEMNITY, RELEASE & ASSUMPTION OF RISK.**

Participant Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ d.o.b: \_\_\_\_\_

*If applicable:*

Guardian Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Participation with: \_\_\_\_\_

Event

Participant (adult and minor), joined by Parent if the participant is a minor, in consideration of the services of Calleva Inc., acknowledges and agrees as follows:

**Activities and Risks**

I understand that Calleva has attempted to provide its students with appropriate equipment and skilled staff for its programs (course, seminar, or trip). Nevertheless, the activities of the programs have risks, including certain risks which are inherent. Inherent risks are those which cannot be eliminated without destroying the unique character of the activities. The same elements that contribute to the unique character of these activities can cause loss or damage to the equipment, accidental injury, illness, or, in extreme cases, permanent trauma, disability or death. Calleva does not want to frighten its students or reduce their enthusiasm, but considers it important for them and their families to know in advance what to expect, and to be informed of the activities' inherent risks. The following describes some, but not all, of those risks.

- 1) The risk of injury from the activities involved in the Calleva Adventure Race, Team Calleva AR, Calleva Inc. is significant and includes, but is not limited to, the following; drowning, near-drowning, sprains, strains, falling, fractures, heat stroke, other heat and cold related injuries, over-use syndrome, injuries involving vehicles, animal bites, and stings, contact with poisonous plants, acts of God, and the potential for permanent paralysis and death. These activities include, but are not limited to, paddling, climbing, biking, hiking, running, swimming, calisthenics, heavy lifting, ascending, traversing or rappelling fixed ropes, travel by boat, truck, car, or other convenience. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
- 3) I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and such to the attention of the nearest official; and,
- 4) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Calleva Inc. dba CALLEVA ADVENTURE RACING, their officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, volunteers, and if applicable, owners and lessors of premises used to conduct event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, or any resulting arbitration costs WHETHER ARISING FROM NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. This applies to the above stated entities and individuals while participating and/or working within the event's geographical parameters; including pre-event set-up and post-event break-down and any other event-related activities.
- 5) I further state that I am in proper physical condition to participate in this event and am over 18 years of age.
- 6) The Releasees reserve the right to postpone, cancel, or modify the event due to weather conditions or other factors beyond the control of the releasees, which might affect the health or safety of the participants. No refunds will be granted.
- 7) I grant permission for the use of my name and or likeness related to my participation in any event conducted by Calleva Inc., Calleva Adventure Racing, and Team Calleva AR. I also grant the use of my voice and any recorded and or filmed/video/photographed footage of me, and further waive all rights to any compensation, as a result of my name of likeness being used in any way.

I have read and understand the general information about Calleva and its courses in the Calleva literature and/or at the Calleva website. This information includes Calleva's ADMISSIONS POLICIES, the statement title RISK MANAGEMENT AT CALLEVA, the enrollment packet and other material provided by Calleva describing or related to my program. The staff

of Calleva (by phone or email) has been available to more fully explain the nature and physical demands of the activities in which I will be engaged, and the inherent and other risks of my Calleva activity.

**ACKNOWLEDGEMENT AND ASSUMPTION OF INHERENT AND OTHER RISKS :**

I understand and acknowledge that the description above (“Activities and Risks”) of the inherent risks of Calleva’s activities is not complete and that other, including unknown or unanticipated, risks, inherent and otherwise, may result in property loss, injury, illness or death. I acknowledge that my participation in this Calleva program is purely voluntary, and I wish to participate in spite of and with knowledge of the inherent and other risks involved. **I acknowledge and assume the inherent risks described above and all other inherent risks of my Calleva activity. In addition, except for an injury or other loss which occurs on lands whose rules or regulations prohibit my doing so as a matter of law, I expressly assume ALL risks of my Calleva activity, inherent or otherwise, and whether or not described above.**

**AGREEMENT OF RELEASE AND INDEMNITY :**

If I am an **adult** participant or the Parent of a minor Participant I agree, for myself and on behalf of the minor student for whom I sign, as follows:

**I hereby release, hold harmless and agree not to sue Calleva, its owners, officers, trustees, agents, employees, and contractors (“Released Parties”), with respect to any and all claims of injury, disability, death, or other loss or damage to person or property suffered by me or by a minor Student for whom I sign, arising in whole or part from my, or the minor child’s, enrollment or participation in an activity of Calleva. I agree further to indemnify (“indemnify” meaning to defend, and to pay or reimburse) Released Parties against any claim by a member of my, or the child’s, family, a rescuer, co-participant, or any other person, arising in whole or part from an injury or other loss suffered or caused by me, or by the minor child, in connection with an activity of Calleva. These agreements of release and indemnity include claims of negligence of a Released Party, but not of gross negligence or intentionally wrongful conduct, and are intended to be enforced to the fullest extent permitted by law.**

**OTHER PROVISIONS :**

Calleva is authorized to obtain or provide emergency hospitalization, surgical or other medical care for me, or for the minor Student. Any such third-party medical care provider is authorized to exchange pertinent medical information with Calleva. Costs reasonably associated with medical services, including evacuation, shall be borne by me.

Calleva may share my or the minor Student’s contact information with other Calleva students or graduates and/or with environmental organizations or strategic partners in which Calleva graduates may be interested. Calleva may also use my or the minor Student’s name, contact information and picture in promotional materials and press releases.

**HEALTH STATEMENT :**

This *program* involves participation in outdoor activities that are, by their nature, physically and mentally demanding. Therefore all participants must be free of medical or physical conditions, which might create undue risk to themselves or to others who depend on them. If there is any doubt whatsoever about your ability to safely participate in this activity, you should have a physical examination by a physician. We may require a physician’s consent as a precondition for participation. I declare that I am in good physical health and believe that I am able without reservations or limited conditions to physically withstand and cope with the indicated rigors of this program.

*Please list all allergies:* \_\_\_\_\_

*Please list any disabilities(physical/mental):* \_\_\_\_\_

*Please list current medications & reason for medications:* \_\_\_\_\_

THE MINOR AND THE PARENT(S) OR GUARDIAN OF A MINOR HAVE READ THIS PAGE AND THE PREVIOUS PAGE OF THIS DOCUMENT AND UNDERSTAND AND VOLUNTARILY AGREE TO ITS TERMS, WHICH SHALL BE BINDING UPON THEM, THEIR HEIRS, ESTATE, EXECUTORS AND ADMINISTRATORS. THE AGREEMENT MAY BE MODIFIED ONLY IN WRITING.

\_\_\_\_\_  
Minor Printed Name

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Age Date

At least one parent (or guardian) must sign below if the participant is a minor, to reflect their understanding and agreement, for themselves and on behalf of the student, to the provisions of this document, including, though not exclusively, the acknowledgment and assumption of risks, the agreements to release and indemnify Released Parties, and the Other Provisions.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date