



# SWIFT ADVENTURE CO.

## Assumption of Risk and Agreements of Release and Indemnity

I understand that I will be participating in activities provided by Swift Adventure Co. (interchangeably referred to as SACo.), a Washington limited liability corporation, and its directors, employees, volunteers, agents, associates and independent contractors. The activity in which I will be participating has been described to me and the SACo. staff have been available to answer my questions.

I acknowledge SACo.'s activities involve known and inherent risks, as well as unknown/unanticipated risks. Inherent risks may include those ordinarily associated with moderate to vigorous physical activity on a bicycle and in high-altitude or wilderness terrain, and riding bicycles on roadways with motorized traffic. Activities can occur in remote places where communication may be difficult and medical care significantly delayed. Travel may be by bicycle, canoe, kayak, motorboat, automobile, van, bus or on foot, over rugged unpredictable off-trail terrain including boulder fields, downed timber, rivers, rapids, river crossings, mountain passes, snow and ice, steep slopes, slippery rocks, ocean tides and waves. Activities may include cycling, hiking, cooking with stoves, and working with sharp tools. I understand that travel and outdoor activities will be subject to unpredictable forces of nature including extreme weather, falling rock, avalanches, lightning, wildfires and earthquakes, insects, snakes and wild animals including predators. Participants may be exposed to animals who may cause serious harm and whose behavior cannot be predicted. Participants may be exposed to polluted or contaminated water; equipment may fail or malfunction despite reasonable maintenance and use; errors of judgement or negligence may occur, by employees, independent contractors, co-participants, or myself. The preceding risks, hazards and dangers may result in a variety of illnesses and injuries including but not limited to, hypothermia, frostbite, high-altitude illness, heat stroke, heat exhaustion, dehydration and suffering sprains, fractures, traumatic brain injuries, cold water immersion, drowning and other trauma including sickness, mental distress, disability or even death.

I expressly agree and promise to accept and assume all of the risks existing in the Swift Adventure Co. activity in which I am participating, including but not limited to, those listed above. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I also hereby voluntarily waive any right to recovery, release, forever discharge and agree to indemnify and hold harmless Swift Adventure Co., its owners, employees, staff, agents, associates, and independent contractors ("Released Parties") from any and all claims, including claims for bodily injury or death, demands or cause for action that are in any way connected with my participation in this activity or the use of Swift Adventure Co.'s equipment or facilities, including all such claims that allege negligent acts or omissions of SACo. I hereby agree to indemnify Swift Adventure Co. from any claim made by me or my heirs or survivors on account of any injury or loss that I may suffer arising in any way out of the activity. I further indemnify Swift Adventure Co. and all Released Parties from any claim that might be brought by a co-participant arising in any way from my conduct.

The following provisions apply to all Swift Adventure Co. activities, wherever they occur:

· **I am in general good health and have no medical or physical condition that could interfere with my participation in the SACo. activity or interfere with my health or safety or the safety of any other participant.** I certify that I have insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage, including the cost of any evacuation and medical care. I consent to Swift Adventure Co. providing confidential health care information to staff and/or emergency medical personnel with a reasonable need to know such information for the purposes of accommodating me or rendering aid to me.

- I authorize and consent to Swift Adventure Co. or their agents, taking photos and video film of my participation in its programming, and to the unrestricted use and publication of my name and such photos or videos to promote the activities of Swift Adventure Co.
- I agree that in the event I should have any claim against SAcO. Or any Released Party such claim or suit shall be brought in the Superior Court of the State of Washington, for King County, and that substantive Washington law (and not only conflict of law rules) rather than the law of any other state or jurisdiction shall be applied in any legal action involving the interpretation, validity and/or enforceability of this agreement, and that any legal action resulting from my participation in this activity shall be brought only in the aforesaid Superior Court.
- I agree that in the event any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect.

**By signing this document, I acknowledge that I have had sufficient opportunity to read this entire document and have it independently reviewed. I acknowledge that this document is a contract and not a mere recital and shall remain in effect for all programs sponsored by Swift Adventure Co. in which I participate. I have read and understood it, and I agree to be bound to its terms.**

Participant signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Participant age \_\_\_\_ or \_\_\_\_ (check if 18 years or over as of start date of activity)

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

Parent or guardian signature (if participant is under 18 years of age as of start of activity:

\_\_\_\_\_ Print Name: \_\_\_\_\_