



### **Participant Agreement, Release and Assumption of Risk**

In consideration of the services of AxCessRescue NE, LLC., 45 Edison Place, LLC, Full Send Vertical, LLC, Crankin, LLC, Soluciones Verticales, their agents, owners, officers, volunteers, personnel, independent instructors, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "ARNE"), I hereby agree to release, indemnify, and discharge ARNE, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in the training and instruction for rope access, tower climbing, fall protection, controlled descent, industrial and technical rescue (including but not limited to rope rescue, and tower rescue) activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** the hazards of walking on uneven terrain; slips and falls; falling from sufficient heights; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, strains, lacerations, fractures, concussions, or even more severe life threatening hazards; falling objects; the use of ropes and equipment; falls from significant heights; the negligence of other participants or persons who may be present; failure to follow ARNE's safety instructions; exhaustion; exposure to temperature and weather extremes which could cause: hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; consumption of food or drink; the effects from close proximity of electromagnetic fields (EMF); improper lifting or carrying; transmissible pathogens or diseases; my own physical condition, and the physical exertion associated with this activity. Accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered.

Furthermore, ARNE personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ARNE from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of ARNE's equipment or facilities, **including any such claims which allege negligent acts or omissions of ARNE.**
4. Should ARNE or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against ARNE, I agree to do so solely in the state of Maine, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ARNE on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at ARNE. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**



Print Name ID check Phone Number

Address City State Zip

Participant Signature Date Email

Emergency Contact Name Emergency Contact Phone