



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

In consideration of the services of AxcressRescue NE, LLC., Downes Tree Service Co. Inc, 45 Edison Place, LLC, Full Send Vertical, LLC, 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



### **AccessRescue COVID-19 Policy**

As we navigate these uncertain times AccessRescue remains committed to the safety of its students and instructors. We continue to be guided by the emergency guidelines of the state of New Jersey as well as the CDC with the following social distancing measures to help prevent the spread of COVID-19:

- Student temperatures will be taken with an infrared (no touch) thermometer at the start of each day. Anyone with a temperature in excess of 100.4 will be required to leave and will be given the opportunity to retake a class at least 21 days later at no additional charge.
- Masks and gloves will be available to all students during all AccessRescue classes. If you have a preference, you are encouraged to bring your own.
- Students who have their own work at height helmet with chinstrap that pass normal manufacturer inspection protocols are encouraged to bring them to class. AccessRescue helmets will still be available for anyone who needs them.
- Learning in our classroom will be limited to no more than ten students. Classroom instruction for larger classes will be held on the open training floor.
- Certain of our skills props will be taken out of service to keep students spread out during practical skills and practice.
- Students will also have dedicated equipment caches including a set of ropes to minimize sharing of equipment.
- Each student will have their own area (table) for storing equipment and personal possessions.
- Frequent handwashing will be required and encouraged. We have two handwashing stations available.
- Practical skills practice will be limited to one person operations and dummy weights will be used for all rescues.
- AccessRescue is following all manufacturer guidelines and instructions for cleaning equipment and will whenever possible, use different sets of equipment between different classes. No piece of equipment will be reused without an appropriate amount of downtime.

These measures will remain in effect until the CDC deems them no longer necessary. If you have any questions about our COVID-19 procedures, please don't hesitate to contact us by phone or email any time. We thank you for allowing AccessRescue to continue to provide you with the best, state of the industry training available.

I affirm that I have received the AccessRescue COVID-19 Guidelines. I have read and understand the above or have had it read to me and explained to my satisfaction. I agree to inform AccessRescue immediately if I believe I have been exposed to COVID-19 either in the AccessRescue training environment or outside of the AccessRescue training environment during my training session dates. I agree to abide by the AccessRescue COVID-19 Guidelines and I understand that refusal to follow these guidelines may result in my removal from the course and forfeit of any cost or fees associated with the same.

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signature

date