



DESERT TRAILS CHALLENGE 2013: PARTICIPANT RELEASE OF LIABILITY

First Name _____ Last Name _____

Date of Birth (M/D/Y) _____ Phone (____) _____

Email _____

Emergency Contact _____ Relationship _____

Phone (____) _____ Medical Concerns/Allergies _____

- read before signing -

In consideration of being allowed to participate in any way in the Everlasting Marks Trails Challenge program, the undersigned acknowledges and agrees that:

I understand that hiking can be a dangerous activity. Moreover, I realize it is my responsibility to insure my physical ability to participate, if I have any doubt as to my ability to participate (ie. pregnancy) I will consult a physician before participating. The risk of injury from participating in such activities includes the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury to me does exist. 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.

I will not hold Everlasting Marks, nor any other Releasee, responsible for weather, snake bites, sunburns, cactus, getting lost or otherwise injuring myself, or being injured throughout the course of my participation. I realize my participation in group hikes is voluntary and not all hike leaders are certified guides and I hold harmless any hiking leader; whether or not the hike is led by a professional guide, member or volunteer of Everlasting Marks, or any other Releasee. Nor will I hold Everlasting Marks or any other participants responsible for hikes recommended to me should I become lost or injured.

I understand that it is recommended that I carry sufficient water and a cell phone whenever I hike. It is also recommended that I wear appropriate hiking shoes, clothing, sunscreen and have health insurance. I realize the weather can change over the course of a hike and I should be prepared for such changes. If hiking alone I should notify someone of my departure and return time in case I become lost or injured. I understand that children under 18 should be accompanied by an adult when hiking.

If during the participation in Everlasting Marks activities, the participant should need emergency medical treatment, and I (the parent/guardian or adult participant) am not able to give consent or make arrangements for that treatment, I authorize Everlasting Marks to take whatever measures necessary to protect the participant's health and well-being, including if necessary, transportation from scene by local fire department or ambulance service to an appropriate facility determined by transporting personnel.

I, for myself and on behalf of my/our heirs, assigns, personal representatives and next of kin, hereby release EVERLASTING MARKS and HEREBY INDEMNIFY AND HOLD HARMLESS, their officers, officials, agents, and/or employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct activities ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property incident to my involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I have read this release of liability and assumption of risk agreement. I fully understand its terms. I understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Participant Signature _____ Date Signed: _____

Print Name of Parent / Guardian _____

Parent / Guardian Signature _____ Date Signed: _____

*all applicants under the age of 18 must have parent or guardian signature to participate.