



JOSHUA TREE FALCONRY ADVENTURES

**PARTICIPANT RELEASE OF LIABILITY
ASSUMPTION OF RISK AGREEMENT**

*****READ BEFORE SIGNING*****

This form must be signed by each participant over the age of 18. The signing and returning of this release is a condition of our acceptance of you as a participant with Joshua Tree Falconry Adventures

Participant Name: _____
(Print Name)

Address City State Zip Phone

In consideration of being allowed to participate in any way in the program, related events and activities, and use of equipment, I the undersigned, release Joshua Tree Falconry Adventures and its representatives from all liability relating to injuries that may occur during the adventure activity. By signing this agreement, I hereby release, indemnify, and hold harmless, on behalf of myself, my parents, my heirs, assigns, personal representative and estate, to hold Joshua Tree Falconry Adventures and its representatives entirely free from any liability, including financial responsibility for injuries incurred. To the extent permitted by law, by accepting the additional inherent dangers and risks associated with the tour, I release, waive and discharge Joshua Tree Falconry Adventures and its representatives from all claims, actions or losses for personal injury or death, property damage, loss of services, loss of profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise.

I also acknowledge the risks involved in the adventure activity. These include but are not limited to:

- Rapidly changing weather conditions (often with little or no warning) enroute to/from and at the adventure location
- Poor or ill-fitting clothing for the weather conditions and environment
- Inexperience for the activity, given the conditions, and your lack of knowledge to participate in such an activity
- Physical illness due to your own physical condition and how you deal with the activity and environment
- Threats or contact with wildlife
- Risks of the adventure being extended beyond the planned activity due to various reasons

I further accept the risks inherent in encounters with animals. I understand that animal encounters are an ingredient of any Joshua Tree Falconry Adventures activity and that animals cannot be controlled, nor can their actions be accurately predicted. I also understand that adverse and dangerous conditions can occur in both warm and cold weather, even when I am not participating in specific adventure activities.

I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releases or others, and assume full responsibility for my participation.

I swear that I am participating voluntarily, and that all risks have been made clear to me. I will also make every effort to obey safety precautions. I will ask for clarification when needed.

I accept that Joshua Tree Falconry Adventures has the right to prohibit me from continuing on an activity with no right of refund if, in its opinion, my actions pose a threat to my safety or that of others, or to the animals/wildlife, or if my actions or behavior are seriously jeopardizing others.

Health & Declaration of Fitness Statement

I declare that I am physically fit. I do not, and have not suffered from any physical and / or mental condition that should preclude me from participating in my chosen activity, and I am not participating against medical advice or treatment. I will notify Joshua Tree Falconry Adventures or representatives if I suffer from any medical or health condition that may cause injury to myself, others, or may require emergency care during my participation.

In the event that I should require medical or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

Media Statement (check one)

- I do hereby grant and convey to Joshua Tree Falconry Adventures all right, title and interest in and to record my name, image, voice, or statements including any and all photographic images and video or audio recordings made by/for and used by Joshua Tree Falconry Adventures and its representatives.
- I do not hereby grant and convey to Joshua Tree Falconry Adventures all right, title and interest in and to record my name, image, voice, or statements including any and all photographic images and video or audio recordings made by/for and used by Joshua Tree Falconry Adventures and its representatives.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. A COPY OR DIGITAL FORM OF THE SIGNED AND DATED WAIVER CAN SUBSTITUTE FOR THE ORIGINAL.

By signing below, I forfeit all right to bring a suit against Joshua Tree Falconry Adventures and its representatives for any reason.

X_____

Participant's Signature
Age
Date