



PARTICIPANT ASSUMPTION OF RISKS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. **THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

In consideration of Psicobloc Masters Series LLC, and its directors, officers, agents, sponsors, affiliates, employees and volunteers (collectively, "Psicobloc") allowing me to participate in the Psicobloc Masters Series competition in Park City, Utah (the "Competition"), including, but not limited to use of the Psicobloc climbing wall (the "Wall"), Psicobloc equipment or fixtures, use of Psicobloc warm up facilities, use of the Olympic Park facilities, and participation in other Psicobloc activities (collectively, "Psicobloc Activities"), the undersigned ("Participant") hereby understands, acknowledges, and agrees as follows:

1. I am capable of understanding the terms of this agreement and the risks associated with Psicobloc Activities.
2. I recognize and understand that there are risks, hazards and danger in Psicobloc Activities and participation could result in injuries of all kinds, including **serious injury or death**. I understand that my participation in the Competition and other Psicobloc Activities is voluntary and that I have the right to terminate my participation at any time. I acknowledge that I am capable of participating in Psicobloc Activities and do not suffer from any health problems that would inhibit my participation, and that I know how to swim and jump into water from high positions. The risks involved in Psicobloc Activities include, but are not limited to: hazards in traveling to the location of the activity, falling, collision with objects, people or structures, being struck by other participants or objects, loose holds or loose equipment, equipment failure even if equipment is properly used, the actions or negligence of other participants or Psicobloc agents or employees, harm due to exposure to the elements, the aggravation of pre-existing conditions, inclement weather conditions, bad falls and landings into the water, and other risks inherent in the activities. We recommend you utilize protective clothing and ear plugs to reduce the effects of falling into the water.
3. Understanding these risks, I nevertheless EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH THE PSICOBLOC ACTIVITIES, inherent and otherwise, and whether or not described above. I further agree to observe and comply with all rules and regulations prescribed by Psicobloc for the Psicobloc Activities.
4. Additionally, I for myself, heirs, assigns, representatives and next of kin, unconditionally waive and release Psicobloc and any third party affiliates of Psicobloc from any claims, liability, or causes of action arising out of my participation in the Psicobloc Activities, including claims of negligence. Furthermore, I hereby agree to indemnify Psicobloc from any claim, liability, or cause of action by third parties arising out of my participation in Psicobloc Activities.
5. I understand that in order to participate in Psicobloc Activities I must complete all of the following: (1) sign this agreement; (2) complete whatever instructional program Psicobloc requires for the activity; and (3) read and abide by the rules and regulations prescribed by Psicobloc. Additionally, I understand that I am responsible for any guests I bring to Psicobloc, and therefore agree to indemnify Psicobloc for any liability arising out of my guest's visit to Psicobloc and their participation in Psicobloc Activities if any.
6. In the event of an accident, I authorize Psicobloc to stabilize, obtain medical care for, or transport me to a medical facility if, in the opinion of Psicobloc, medical care is needed and I am unable to make such decisions for myself. I agree to pay all costs associated with such actions on the part of Psicobloc, and to indemnify and hold Psicobloc harmless from any consequences resulting from such care.
7. Psicobloc is hereby authorized to take photos and video of me in connection to my participation in Psicobloc Activities and has permission to use my name and likeness, without compensation, worldwide and in perpetuity, and such use is under the sole discretion of Psicobloc, and accordingly I hereby grant Psicobloc an exclusive, irrevocable, worldwide perpetual license to use any such material.

Initials

- 8. In any action where one party to this Agreement either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.
- 9. I understand that this agreement shall continue in effect and remain in force in perpetuity from the date it is executed, and covers my participation in all Psicobloc Activities, regardless of when the activity takes place.
- 10. If any provision of this agreement is held invalid, the remaining provisions shall survive and continue in full force and effect.
- 11. This agreement shall be construed in accordance with the laws of the State of Utah, and for any dispute arising under this agreement I hereby submit to the exclusive jurisdiction of the courts of Salt Lake County, Utah.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT.

Date Participant Name (Please print) Signature of Participant

SIGNATURE OF PARENT OR LEGAL GUARDIAN REQUIRED FOR PARTICIPANTS UNDER THE AGE OF 18

As the parent(s) or legal guardian of the minor child Participant named above, I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, Participant, and any other parent or legal guardian of the Participant, intending that they be binding on me, the Participant, and our respective heirs, executors, personal representatives, administrators and assigns. By affixing my signature below I represent that I intend to give up my right, the right of Participant, and the right of any other parent or guardian or person to maintain any claim or suit against Psicobloc arising out of Participant's participation in any Psicobloc Activities or related in any way to Participant's involvement in these activities. I further agree to hold harmless, defend, and indemnify Psicobloc of and from any claims from third parties arising from or related to the minor child Participant's participation or involvement in any Psicobloc Activities.

Date Name (Please print) Signature

Date Name (Please print) Signature