

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Primal Outpost, LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, indemnify, and discharge Primal Outpost, LLC, 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 rock climbing, self-defense instructional classes, yoga, Zumba, kickboxing, hiking, backpacking, skydiving, horseback riding, fitness training, exercise, kayaking, survival training, land navigation, and all other courses associated with Primal Outpost 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 essential qualities of the activity. **Risks include, among other things:** slips and falls; falling from equipment; rope burns; pinches, scrapes, twists and jolts that could result in sprains, dislocations, fractures and broken bones; cuts, bruises, and muscle soreness; wrist, arm and shoulder injuries; musculoskeletal injuries including head, neck, and back; injuries to the internal organs; the negligence of other people; my own physical condition; and risk of emotional and psychological injuries or physical damage associated with this activity. In any event, if you, and/or your child are injured, you and/or your child may require medical assistance at your own expense.
Furthermore, Primal Outpost LLC employees 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 Primal Outpost LLC 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 Primal Outpost LLC's equipment or facilities, **including any such claims which allege negligent acts or omissions of Primal Outpost LLC.**
4. Should Primal Outpost LLC 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 Primal Outpost LLC, I agree to do so solely in the state of New Jersey, 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 Primal Outpost LLC on the basis of any claim from which I have released them herein.

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.

(Please write information clearly)

Print Name: _____ Date: ____/____/____

Signature of Participant: _____

Email: _____ Phone: (____)-____-____ Date of Birth: ____/____/____

Address: _____ City: _____ State: _____ Zip: _____

How did you hear about us: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (For participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by Primal Outpost LLC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Primal Outpost LLC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: _____

Print Name: _____ Date: ____/____/____

Emergency Contact Number: (____)-____-____