



Adventure Encounter 551 N Main Street, Cottonwood, AZ 86326
602-448-7571 / www.oactours.com

Acknowledgement of Risk and Consent Release of Liability

I HEREBY ACKNOWLEDGE that I/we have voluntarily agreed to participate in an outdoor activity and group event that may include overnight camping, ATV rentals and activities, group transportation and meals, lake or river kayaking with Class II Rapids, river running, rappelling, rock climbing, hiking, cliff jumping, stand-up paddleboard activities, swimming, caving, biking, electric scooters, team building and/or other outdoor or extreme sports activities and acknowledge I have been offered safety gear for each activity I am participating in and understand the risk of exposure to nature and wild animals.

I am aware of current health and safety recommendations and agree to do my part with sanitizing, hygiene and awareness.

I UNDERSTAND AND ACCEPT that participation in these activities involves risk of damage to my property and/or my physicality, (including my mental state), exposing me to possible illness, serious injury, permanent disability and even death. I understand smoking, vaping and use of drugs or alcohol are not permitted during any of these activities.

Risks and hazards include, but are not limited to the natural wilderness, rough terrain, plant and animal life, fast flowing currents, weather conditions, dropped equipment, failure to obey instructions, and/or unforeseen defects in equipment and facilities. I understand that such injuries and losses may result not only from naturally occurring conditions, but also from my own actions, and/or the actions, negligence, or fault of others.

To the best of my knowledge, I can fully participate in and/or observe this activity. I hereby elect to voluntarily participate in activities with this equipment, and to enter the activity and engage in such activity knowing that the activity may be hazardous to my property or to myself. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me or other participants, or any loss or damage to property owned by me, because of being engaged in such an activity, whether physical, mental, spiritual, or emotional.

I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Outdoor Adventure Centers, OAC Tours, Adventure Encounter, Vortex ATV Rentals, Town of Clarkdale, Blazin M Ranch, American Rescue and Safety LLC, property owner/management and their officers, servants, agents, and employees or any affiliates (hereinafter referred to as RELEASEES) and I release them from any and all liability, claims, demands, actions and cases of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or any property belonging to me. It is my express intent that this "Acknowledgement of Risk and Consent Release of Liability Agreement" shall bind the members of my family and spouse or significant other (if any), if I am alive, and my heirs, assigns, and personal representative, if I am not alive, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE Outdoor Adventure Centers, OAC Tours, Adventure Encounter, Releasees. I hereby further agree that this "Acknowledgement of Risk and Consent Release of Liability Agreement" shall be construed in accordance with the laws of the state of Arizona.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability damage or costs, including court costs and attorney's fees that may incur due to my participation in these activities. I UNDERSTAND THAT OAC Tours, Releasees and/or any affiliates WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH ANY INJURY I MAY SUSTAIN.

MEDIA RELEASE: I understand that there are photos and/or videos taken during events and activities for my benefit *as a courtesy* and there is no compensation to or from me by OAC Tours or Adventure Encounter and I give permission for my picture to be utilized for internal and/or promotional use.

I HAVE CAREFULLY READ THIS ACKNOWLEDGEMENT OF RISK and fully understand its contents. I am aware that I am releasing certain legal rights that I otherwise may have had and have entered into this contract on behalf of myself and/or my family of my own free will. Prior to signing this Agreement, I have had the opportunity to ask any and all questions. I am at least eighteen (18) years of age and fully competent, and I execute the Release for full, adequate, and complete consideration fully intending to be bound by the same.

This contract shall be legally binding upon me, my heirs, estate, legal guardian and/or my personal representatives.

Participant Name

Participant Signature

Responsible Party Printed Name

Responsible Party Signature

Signed this _____ day of _____, 20_____