



**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT
FOR MINOR UNDER AGE 18**

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

In consideration for Petzl America and others allowing the child named below to participate in activities involving Petzl, its premises, its personnel or its equipment, including but not limited to gear demonstrations, workshops, clinics, training, use of Petzl's training facility (including the bouldering wall), indoor and outdoor climbing, caving, canyoneering, hiking, cycling, rope access, rope rescue, tree care, activities at height, borrowing equipment from Petzl, sports and fitness activities, or other activities sponsored, facilitated or made available by Petzl, whether at a Petzl facility or elsewhere (collectively, "Petzl Activities"), the undersigned hereby understands, acknowledges, and agrees as follows:

1. I hereby certify that I am at least 18 years of age, and am the adult parent or legal guardian of _____, age _____, I have full authority to sign this on his or her behalf, and that I understand the terms of this Agreement and the risks associated with Petzl Activities.
2. I recognize and understand there are risks, hazards, and danger in Petzl Activities, and participation could result in injuries of all kinds, including SERIOUS INJURY OR DEATH. I understand that participation in Petzl Activities is voluntary and that my child and I have the right to terminate our participation at any time. I represent to Petzl that my child am capable of participating in Petzl Activities and does not suffer from any health problems or physical limitations that would inhibit his/her participation. The risks involved in Petzl Activities include, but are not limited to: hazards in traveling, falling, collisions with objects, people or structures, being struck by other participants or objects, loose rock, equipment failure even if equipment is properly used, the actions or negligence of other participants, leaders or instructors, harm due to exposure to the elements, the aggravation of pre-existing conditions, and other risks, all of which are inherent risks of Petzl Activities.
3. If the child uses a bicycle as part of any of Petzl Activities, whether or not it is provided by Petzl, I understand and agree that cycling presents a variety of hazards from road and trail conditions, traffic, equipment failure, limited visibility and other sources, all of which are inherent risks of cycling, and I warrant and represent that the child has adequate cycling skills and understands his/her obligations to follow the rules of the road, follow instructions, wear a helmet, use a light and ride safely. If anything appears to be wrong with the bicycle, or if it malfunctions or is damaged during use, the child must stop using the bicycle immediately and report it to Petzl.
4. Understanding these risks, I agree personally and on behalf of the minor child named above to EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH PETZL ACTIVITIES, inherent and otherwise, and whether or not described above. I further agree that my child will observe and comply with all rules and regulations prescribed by the Indemnified Parties for Petzl Activities and will properly use all equipment used in Petzl Activities. I understand it is my responsibility that my child knows how to properly use the equipment, and if I or my child has any questions, I will make sure my questions and my child's questions are answered. I understand and agree that an activity leader may determine, for my child's safety or for the safety or enjoyment of other participants, that my child should leave the activity or that his/her participation in certain activities should be curtailed or limited; we will abide by any such decisions.
5. On my own behalf and behalf of the child, and all of our heirs, assigns, representatives, dependents and next of kin, to the fullest extent allowed by law, I agree to WAIVE AND RELEASE Petzl America, all others involved in providing any equipment or services related to the Petzl Activities, and all of their predecessors and successors in interest, all parent, subsidiary and affiliated entities, and all of their assigns, agents, employees, officers, directors, owners, partners, members, investors, insurers and shareholders (collectively "Indemnified Parties") from any claims asserted by anyone arising out of any injuries, damages or death my child may suffer, whether caused by NEGLIGENCE or any other cause, known or unknown, and I further agree that neither my child nor I nor our estates, heirs or assigns WILL EVER SUE the Indemnified Parties, and that WE WILL DEFEND AND INDEMNIFY the Indemnified Parties if any claim or action is pursued by anyone arising out of any injuries, damages or death that has any connection whatsoever to the Petzl Activities.
6. I understand that for my child to use any training facility provided by Petzl I must: (1) sign this Agreement on his/her behalf; (2) my child must complete the instructional program provided by Petzl; (3) my child must read and/or be given full explanation of and abide by all rules for use of the training facility, and (4) my child must be capable of understanding and following all instructions and rules, and if the child is disruptive, endangers him/herself or others, or does not follow rules and instructions, then the child may be removed from the activity at the leader's discretion, in which case we will abide by any such decisions.
7. In the event of an accident, I authorize the Indemnified Parties to stabilize, obtain medical care for, or transport my child to a medical facility if, in the opinion of the Indemnified Parties, medical care is needed. I agree to pay all costs associated with such actions on the part of the Indemnified Parties relating to my child and to INDEMNIFY and hold the Indemnified Parties harmless from any consequences resulting from such care.
8. In any action where one party 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 this Agreement shall continue in effect and remain in force in perpetuity from the date it is executed, and covers my child's participation in all Activities at any future date.
10. I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by law, but it is not intended to assert any claims or defenses that are prohibited by law, and it shall be interpreted consistent with and not in violation of any applicable law or regulation. If any portion of this Agreement is held invalid or unenforceable, the balance shall continue in full legal force and effect. I agree that no oral representations, statements or inducements apart from this Agreement have been made, and that this document contains the sole agreement and understanding regarding all issues related to the subject of this Agreement.

11. This Agreement and any dispute arising under this Agreement shall be construed in accordance with the laws of the State of Utah, and I, on behalf of my child, hereby submit to the exclusive jurisdiction of the state or federal courts in Salt Lake County, Utah.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT ON BEHALF OF MY MINOR CHILD. Parent/Guardian Name (Please print)

Today's Date

Participant Name (Please print)

Signature of Parent/Guardian

Parent/Guardian Name (Please print)



Demo Equipment Agreement

The following list of checked demo equipment or other equipment has been borrowed from Petzl America, Inc. (Petzl) for use during participation in an activity organized by Petzl or otherwise involving Petzl. Should the equipment fail to be returned to Petzl by the end of the day, I agree that I will be held responsible for the retail cost of its replacement as of the date it was borrowed.

If anything appears to be wrong with any of this equipment, if I have difficulty or am not sure how to use it safely, if it is damaged or malfunctions, or if anyone is hurt while using it, I will stop immediately and report it to Petzl.

Equipment borrowed (check all that apply):

Ice Tools

- Nomic
- Ergo
- Quark
- Aztarex
- Aztar

Crampons

- Dart
- Dart Twin
- Sarken

Helmets

- Meteor III
- Elios
- Altios
- Elia

Harness

- Adjama
- Sama
- Luna
- Salena
- Hirundos
- Corax
- Calidris
- Gym
- Picchu

Belay Devices

- Grigri
- Grigri 2
- Reverso 3
- Verso
- Carabiner

Rope

- Dragon Fly
- Fuse
- Nomad
- Zephyr
- Dojo
- Xion

Headlamps

- Tikka XP
- MYO XP
- Tikka PLUS 2
- Tikka XP 2
- DUO 14
- ULTRA

Other

- Bicycle (make and bike #)
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Printed Name:

Phone:

Address:

ID# :

Email:

Signature:

Date: