PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

*** READ BEFORE SIGNING ***

Southwest Trekking Guided Adventures LLC

PROFESSIONAL GUIDE SERVICES
5251 E. Mission Hill Dr.
Mailbox #10
Tucson, AZ 85718

In consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program, including the potential for permanent paralysis and death.

2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation.

3. I willingly agree to comply with terms and conditions for participation. If I observe and unusual significant hazard during my presence or participation, I will remove myself from participation and such to the attention of the nearest official immediately.

4. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent of any photographs, pictures, film, or video taken of me or provided for publicity, television, websites or any other use, and expressly waive of privacy, compensation, copyright or other ownership right connected to same.

5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS SOUTHWEST TREKKING GUIDED ADVENTURES LLC, LVC HOTEL LLC, LOEWS TUCSON HOTEL, INC**, **JW Marriott Hotels** and each of their respective affiliates, and each of their respective officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damages to person or property, **WHETHER ARRISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, TO THE FULLEST EXTENT PERMITTED BY LAW.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

We are aware of and acknowledge current pandemic and follow CDC Guidelines for Covid-19.

Safety equipment provided (helmet, gloves, water, tire kit) **Accept** ☐ **Decline** ☐

I acknowledge that I am comfortable with the biking/hiking and the terrain in the area. ☐

Name: _____ **Date:** ___ /___ /_____
Print Name

_____ **Room Number** _____
Signature

In case of emergency, notify: Name: _____
Print Names Legibly

Phone: _____