



## ASSUMPTION OF RISK AND RELEASE FORM

*THIS IS A RELEASE OF LEGAL RIGHTS – READ AND UNDERSTAND BEFORE SIGNING.*

Facility site: **Mt Lemmon SkyCenter**

1. I hereby agree as follows:

a. **Risks of Participation:**

I fully recognize that there are dangers and risks to which I may be exposed by participating in the Program. More specifically, I acknowledge and accept the following risks:

- i. High Altitude – Elevation is 9,171 ft, which may include freezing cold and windy conditions, even in the summer months. Altitude sickness, shortness of breath, headaches or other health difficulties may be associated with being at high altitude.
- ii. Remote location and rugged terrain. Walking surfaces may be uneven, steep, and covered with snow or ice.
- iii. Mountain driving which may include hazardous driving conditions i.e. ice, snow, rocks, wildlife, and road surfaces that may be deteriorated or otherwise hazardous for travel.
- iv. Weather conditions may change rapidly with little or no advance warning.
- v. Participating in nighttime activities in dimly lit environment

b. I accept full responsibility for any injuries or illness that I may sustain in the course of the Program activities. I understand that the Mt. Lemmon SkyCenter and the University of Arizona and their governing board, officers, employees, and agents (collectively the “University”) do not require me to participate in the Program, but I want to do so, despite the possible dangers and risks and despite this Release. I therefore agree to assume and take on myself all of the risks and responsibilities in any way associated with the Program.

2. **Health & Safety:**

I understand and agree that the University does not have medical personnel available at the Facility, which is the site location for my participation in the Program. I understand and agree that the University is granted permission to authorize emergency evacuation and medical treatment, if necessary, and that such action by the University shall be subject to the terms of this Agreement. I understand and agree that the University assumes no responsibility for any injury, damage or cost which might arise out of or in connection with such authorized evacuation or emergency medical treatment.

There are no health-related reasons or problems that preclude or restrict my participation in this Program. I have arranged, through medical insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the Program.

I understand that neither the University nor the Facility is obligated to provide transportation in connection with the Program. I understand that I am expected to carry my own automobile liability insurance coverage.

3. **Standards of Conduct:**

I will comply with the University / Mt. Lemmon SkyCenter standards of conduct, which specifically prohibit smoking and consumption of alcohol on site. I waive and release all claims against the University that arise at any time when I am not under the direct supervision of the University or that are caused by my failure to remain under such supervision or to comply with such rules, standards, and instructions.



# MT. LEMMON SKYCENTER

I agree that the University / Mt. Lemmon SkyCenter has the right to enforce the standards of conduct described above, in its sole judgment up to and including removal from the Program for violating these standards or for any behavior detrimental to or incompatible with the interests, harmony, and welfare of the University, the Program, the Facility or other participants. The University / Mt. Lemmon SkyCenter has the right to make changes in the format and administration of the Program

4. **Assumption of Risk, Covenant Not To Sue, and Release of Claims:**

Knowing the risks described above, and in consideration of being permitted to participate in the Program, I agree, on behalf of my family, heirs, and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Program. To the maximum extent permitted by law, I release, indemnify, and covenant not to sue the State of Arizona, Arizona Board of Regents, the University of Arizona, and the Mt. Lemmon SkyCenter, and their employees and volunteers from and against any present or future claim, loss or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in the Program (including periods in transit).

5. **Photo Permission:**

You are welcome to take pictures of the facilities and environment of the areas we visit during the SkyCenter experience. We request that these images are for personal use only. If the images will be used in the media or for commercial purposes please contact the SkyCenter for more information on our policies and permissions.

**I have carefully read this Release Form before signing it. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.** This agreement shall be governed by the laws of the state of Arizona, which shall be the forum for any lawsuits filed under or incident to this agreement or to the Program.

\_\_\_\_\_  
Name of Participant – Please Print

X \_\_\_\_\_  
Signature of Participant                                  Date

**For guests under the age of 18**

\_\_\_\_\_  
Parent / Guardian Name – Please Print

X \_\_\_\_\_  
Signature of Parent / Guardian                          Date

**Emergency Contact Information (Please Print Clearly)**

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_