



Trips Program  
Waiver and Release

Dates of Trip \_\_\_\_\_

*Any person participating in a Two Eagles Adventures trip must sign a Participation Agreement. Please sign and return to Two Eagles Adventures.*

The undersigned (participant) wishes to attend a trip conducted by the **TWO EAGLES ADVENTURES** and in consideration of **TWO EAGLES ADVENTURES LIMITED LIABILITY COMPANY** action allowing the applicant to engage in such activity, the undersigned acknowledges that and understands that Two Eagles Adventures trips will necessarily involve participation in exercises which are, by their nature, physically demanding and will subject the applicant to stress, anxiety and possible hazards, not all of which can be foreseen. The Two Eagles Adventures trips program conducts trips including but not limited to hiking, mountain biking, rock climbing, backpacking, hang gliding, horse packing, surfing, snow skiing, mountaineering, caving, artificial wall climbing, whitewater rafting, kayaking, canoeing, and cultural tours. It is fully understood that any of these trips may expose the participant to hazards including but not limited to temperature and weather extremes, rock fall, encounters with dangerous wildlife, fast moving water, falls from potentially fatal heights and travel in remote and isolated areas. Reasonable precautions will always be taken to protect the applicant.

**MEDIA RELEASE**

I hereby authorize and give full consent to Two Eagles Adventures to copyright or publish all media in which I appear while engaged as a participant in any and all Two Eagles Adventures programming. I further agree that Two Eagles Adventures may transfer, use or cause to be used, these photographs or video for any and all exhibitions, public displays, publications, commercials, art and advertising purposes, without limitation, reservation or any compensation other than that receipt of which I hereby acknowledge.

**MEDICAL TREATMENT RELEASE**

In the event of an emergency, I do hereby authorize any x-ray examination, anesthetic, dental, medical, surgical diagnosis or treatment by a physician or dentist and any hospital service that might be rendered under the general, specific or special consent of the Two Eagles Adventures staff.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

APPLICANT (print) \_\_\_\_\_ AGE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

WITNESS \_\_\_\_\_

PARENT OR GUARDIAN \_\_\_\_\_

(If participant is less than 18 years of age)

# Two Eagles Adventures

## Waiver of Liability, Indemnity Agreement, and Assumption of Risk

**Waiver:** In consideration of permission to use, today and on all future dates, the property, facilities, and services of Two Eagles Adventures Limited Liability Company program (hereafter referred to as Two Eagles Adventures), I on behalf of myself, my heirs, personal representatives, executors, administrators, derivative claimants, or assigns, **do hereby release, waive, discharge, and covenant not to sue** Two Eagles Adventures, it's owners, directors, management, officers, employees, volunteers, representatives, independent contractors, and agents, whether acting officially or otherwise, from liability **from any and all claims arising from the ordinary negligence** of Two Eagles Adventures or any of the aforementioned parties. This agreement applies to 1) personal injury (including death) from accidents or illnesses arising from participation in Two Eagles Adventures activities including, but not limited to, organized activities, workshops, observation, and individual use of facilities, premises or equipment; and 2) any and all claims resulting from the damage to, loss of, or theft of property.

**Indemnification and Hold Harmless:** I also agree to HOLD HARMLESS AND INDEMNIFY Two Eagles Adventures from all claims resulting from negligence and to reimburse them for any expenses incurred as a result of my involvement at Two Eagles Adventures. I further agree to pay all costs and attorneys' fees incurred by Two Eagles Adventures in investigating and defending a claim or suite if my claim is withdrawn or to the extent a court or arbitration determines that Two Eagles Adventures is not responsible for the injury or loss.

**Severability and Venue.** The undersigned further expressly agrees that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as permitted by the law of State of Oklahoma and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in Oklahoma County, Okalahoma.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Acknowledgement of Understanding: I have read this waiver** of liability and indemnification agreement and fully understand its terms. **I understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, **and intend my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by the law in the State of Oklahoma.

**Assumption of Inherent Risks:** Physical activity, by its very nature carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Two Eagles Adventures has facilities for and provides for activities including but not limited to hiking, mountain biking, rock climbing, backpacking, hang gliding, horse packing, surfing, snow skiing, mountaineering, caving, artificial wall climbing, whitewater rafting kayaking, canoeing, and cultural tours. Use of Two Eagles Adventures facilities and the aforementioned activities may involve strenuous exertions using various muscle groups, some involve quick movements involving speed and change of direction, and others involve strenuous physical activity which places stress on the cardiovascular system. Environmental hazards include but are not limited to temperature and weather extremes, rock fall, encounters with dangerous wildlife, as well as extensive travel in vehicles. The specific risks vary from one activity to another, but in each activity the risks range from 1) minor injuries such as scratches, bruises or sprains to 2) major injuries such as bone, joint or back injuries, loss of sight, concussions, and heart attacks to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and **I know the nature of the activities** at Two Eagles Adventures, **I understand the demands** of the activities relative to my physical condition and skill level, and **I appreciate the types of injuries** which may occur as a result of activities made possible by Two Eagles Adventures. **I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

**Acknowledgement of Understanding: I have read** this assumption of risk and fully understand its terms. I acknowledge that I am signing the agreement freely and voluntarily **and intend my signature to signify a complete assumption of the inherent risks of participating in or observing recreational activities at** Two Eagles Adventures to the greatest extent allowed by law in the State of Oklahoma.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_