



## Waiver Signed for Participant Waiver

This package includes waivers necessary for climbing trips in Palisades State Park: 1) Palisades State Park Waiver, 2) Sylvan Rocks Release and Waiver of Liability, 3) COVID-19 Disclosure and Release, 4) Disclosure of Medical Conditions and Consent to Treat, and 5) Optional Model/Photo Release.

**PARENTS/LEGAL GUARDIANS: This waiver package must be filled out by you (whether or not you plan to climb) on behalf of both you and your minor children. You will enter personal information for you and your minor children near the end of the form.**

**GOVERNING LAW:** All waiver agreements in this waiver package shall be governed by and interpreted in accordance with the laws of the State of South Dakota without regard to its principles of conflicts of law.

### **PALISADES STATE PARK WAIVER RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT AND CONSENT TO MEDICAL TREATMENT**

By my signature below, I acknowledge that I am aware of, appreciate the character of, and voluntarily assume the risks involved **in participating in rock climbing instruction and guiding services conducted by Little Goat Services LLC, dba Sylvan Rocks Climbing School and Guide Service.**

By my signature below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, I hereby:

1. Waive any claim or cause of action against and release from liability the State of South Dakota, its officers, employees, and agents for any liability for injuries to my person or property resulting from my participation in the activity listed above;
2. Agree to indemnify and hold harmless the State of South Dakota, its officers, employees, and agents for any claims, causes of action, or liability to any other person arising from my participation in the activity listed above; and
3. Consent to receive any medical treatment deemed advisable during my participation in the activity listed above.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT AND CONSENT TO MEDICAL TREATMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

I Agree

Please Sign Full Name in the "Initial" Box Below:

*Joe Rockelimer*

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Initials

**PARENT/LEGAL GUARDIAN SIGNATURE FOR PARTICIPANTS UNDER AGE 18:**

As parent or legal guardian for the minor children listed below in this waiver package, who are in my care, custody and control, I hereby certify, consent and agree on their behalf to all the terms and conditions of this Palisades State Park Waiver.

Select "Yes" if also signing for minor(s), "No" if you are not: Yes

Please Sign Full Name in the "Initial" Box Below:

*Joe Rockelimer*

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Initials

## **SYLVAN ROCKS RELEASE AND WAIVER OF LIABILITY**

In consideration of being allowed to participate in hiking, rock climbing and any other courses or outings, related events and activities with Little Goat Services LLC (dba Sylvan Rocks Climbing School and Guide Service, also referred to as "Sylvan Rocks"), I, the undersigned, acknowledge, appreciate, and agree that:

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

**I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (AS DEFINED BELOW) OR OTHERS AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION. RECOGNIZING THE RISKS, I VOLUNTARILY CHOOSE TO TAKE PART IN THE ACTIVITY AND REPRESENT THAT I POSSES THE AGE, MATURITY, KNOWLEDGE, INSTRUCTION, SKILLS, HEALTH AND PHYSICAL DEXTERITY TO SAFELY PARTICIPATE IN THE ACTIVITY.**

2. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest Sylvan Rocks' guide immediately.

3. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS** Little Goat Services LLC, dba Sylvan Rocks Climbing School and Guide Service, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event/activity (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 damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

4. I acknowledge that certain medical conditions, the use of some prescription drugs, or other physical/mental conditions may impact my ability to safely and fully participate in the activities provided by Little Goat Services LLC, dba Sylvan Rocks Climbing School and Guide Service. **I REPRESENT THAT THE INFORMATION I HAVE DISCLOSED IN THE DISCLOSURE OF MEDICAL CONDITIONS AND CONSENT TO TREAT BELOW IS ACCURATE IN ALL MATERIAL**

## RESPECTS.

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

I Agree

### **PARENT/LEGAL GUARDIAN SIGNATURE FOR PARTICIPANTS UNDER AGE 18:**

As parent or legal guardian for the minor children listed below in this waiver package, who are in my care, custody and control, I hereby certify, consent and agree on their behalf to all the terms and conditions of this Sylvan Rocks Release and Waiver of Liability.

Select "Yes" if also signing for minor(s), "No" if you are not: Yes

## COVID-19 DISCLOSURE AND RELEASE

Sylvan Rocks strives to protect its customers and employees by attempting to comply with Center for Disease Control (CDC) recommendations for businesses related to COVID-19, when practical.

- We ensure that our employees notify us promptly if they are not feeling well or exhibit any symptoms of COVID-19 or suspect they may have been in contact with someone who has tested positive. Those employees will then be required to quarantine and/or be tested before returning to work.
- **We DO NOT require the wearing of face masks since our courses are conducted outdoors. Clients and guides are welcome to wear a mask at any time.**
- The regular sanitization of most rock climbing equipment, including ropes, slings, carabiners, belay devices, shoes, and other gear, is not practical.
- Certain activities related to rock climbing and rock climbing instruction make it impractical to fully practice CDC guidelines for COVID-19, particularly related to social distancing. These activities include, but are not limited to:
  - o Guides assisting clients with the proper fitting of harnesses, tying and/or checking that knots are tied correctly, helping set up belays and rappels, anchoring, etc.
  - o Multiple climbers being clipped into common anchors on belay stations or rappel anchors.

### **ON THE DAY OF YOUR SCHEDULED ACTIVITY, YOU AGREE TO PROMPTLY INFORM SYLVAN ROCKS IF THE ANSWER TO ANY OF THE FOLLOWING QUESTIONS IS AFFIRMATIVE:**

- In the past five (5) days, have you exhibited any of the following symptoms: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea or other similar symptoms?
- Within the past five (5) days, have you had contact with anyone that you know had COVID-19 or COVID-like symptoms? Contact is being six feet or closer for more than 15 minutes with a person or having direct contact with fluids from a person with COVID-19.
- Have you had a positive COVID-19 test for active virus within the past 14 days and either still have symptoms or continue to test positive for the virus?

**I HAVE BEEN INFORMED AND FULLY RECOGNIZE THAT MY PARTICIPATION IN ANY ACTIVITY CONDUCTED BY SYLVAN ROCKS IS CONDITIONED UPON MY FULL AGREEMENT THAT IF, IN THE SOLE JUDGMENT OF MY SYLVAN ROCKS' GUIDE, THERE IS A CONFLICT BETWEEN COMPLIANCE WITH CDC GUIDELINES FOR COVID-19 AND COMMON ROCK CLIMBING RISK MANAGEMENT PROCEDURES, MY SYLVAN ROCKS' GUIDE WILL NOT COMPROMISE ROCK CLIMBING RISK MANAGEMENT PROCEDURES.**

**I hereby waive any claim or cause of action against and release from liability Little Goat Services LLC (dba Sylvan Rocks Climbing School and Guide Service), its officers, employees and agents for any claims, causes of action, or liability to any other person**

**should I become exposed to or contract COVID-19 as a result of my participation in activities conducted by Sylvan Rocks.**

I Agree

**PARENT/LEGAL GUARDIAN SIGNATURE FOR PARTICIPANTS UNDER AGE 18:**

As parent or legal guardian for the minor children listed below in this waiver package, who are in my care, custody and control, I hereby certify, consent and agree on their behalf to all the terms and conditions of this COVID-19 Disclosure and Release.

**Select "Yes" if also signing for minor(s), "No" if you are not:** Yes

**DISCLOSURE OF MEDICAL CONDITIONS AND CONSENT TO TREAT**

**General Information:** If you have ANY question about your (or your child's) physical condition or ability to take part in activities offered by Sylvan Rocks, please seek a medical doctor's opinion and approval prior to participating. The employees of Sylvan Rocks are not qualified medical professionals able to evaluate medical conditions. The information requested below is primarily to inform your guide in the event of an injury or emergency medical situation.

**Consent to Treat:** I hereby consent to any hospital care or medical or surgical diagnosis or first aid activities by Sylvan Rocks and its agents if I am not able to give my written consent due to unconsciousness, disorientation or other mental incapacity.

I also understand and agree that I am solely responsible for all charges for such medical services and that Sylvan Rocks and its agents are under no duty to provide any first aid or medical treatment in any event.

**Medical Information Disclosure:** Do you (or any minor child you are signing on behalf of) have any medical conditions (such as asthma, anaphylaxis/allergies, diabetes, heart disease, seizures or others), medical devices, or take medications that might affect your ability to fully participate in Sylvan Rocks conducted activities or that Sylvan Rocks' staff or medical professionals would need to be aware of in case of an emergency?

**Your response:** No

Do you (or any minor child you are signing on behalf of) have any other conditions that might affect your ability to fully participate such as impaired vision or hearing, learning challenges, existing muscular/skeletal or other injuries, etc.?

**Your response:** Yes

**IF YOU ANSWERED "YES" TO EITHER OF THE TWO MEDICAL QUESTIONS ABOVE, PLEASE PROVIDE DETAILS IN THE "NOTES" SECTION, WHICH FOLLOWS THE INPUT OF YOUR PERSONAL INFORMATION BELOW. ALSO INCLUDE INFORMATION ON ANY SPECIFIC MEDICATIONS YOU MAY REQUIRE SUCH AS INSULIN OR EPINEPHRINE. PLEASE ALSO ENTER MEDICAL INFORMATION FOR MINORS WITHIN THE "NOTES" SECTION OF THEIR PERSONAL INFORMATION BELOW.**

I acknowledge that certain medical conditions, the use of some prescription drugs, or other physical and/or mental conditions may impact my ability to fully participate in the activities provided by Sylvan Rocks. **I REPRESENT THAT THE MEDICAL INFORMATION I HAVE DISCLOSED IS ACCURATE IN ALL MATERIAL RESPECTS.**

I Agree

**PARENT/LEGAL GUARDIAN SIGNATURE FOR PARTICIPANTS UNDER AGE 18:**

As parent or legal guardian for the minor children listed below in this waiver package, who are in my care, custody and control, I hereby certify, consent and agree on their behalf to all the terms and conditions of this Medical Disclosure and Consent to Treat. I also represent that the medical information disclosed herein for those minor children is accurate in all material respects.

**Select "Yes" if also signing for minor(s), "No" if you are not:** Yes

## OPTIONAL MODEL/PHOTO RELEASE

Sylvan Rocks periodically shoots photos and/or videos, receives and posts photos and videos online for our clients and others to enjoy and share, and/or utilizes photos and videos in various forms of advertising.

I hereby grant Sylvan Rocks permission to record my image and/or voice and grant Sylvan Rocks all rights to use the recorded audio, still, or moving images for educational, promotional, advertising, or other purposes. I agree that all rights to the sound, still, or moving images recorded by or given to belong to Little Goat Services LLC, dba Sylvan Rocks Climbing School and Guide Service.

**I agree to the use of photos and images:** Yes

### **PARENT/LEGAL GUARDIAN CONSENT FOR PARTICIPANTS UNDER AGE 18:**

**I agree to the use of photos and images:** Yes

**First Name:** Joe

**Last Name:** RockClimber

**Email:** Rockclimber.joe123@gmail.com

**Phone:** 605-111-1111

**Date of birth:** 01 / 20 / 1991

**Street:** 111 Climber Avenue

**City:** Custer

**State:** SD

**Zip:** 57730

**Notes:** No medical issues

**Emergency Phone Number:** 605-222-2222

**I am parent or guardian signing for a minor**

**I am also participating**

### **Minor 1:**

**First Name:** Josey

**Last Name:** RockClimber

**Date of Birth:** 02 / 02 / 2017

**Relation:** Daughter

**Notes:** Josey recently broke her wrist but has been cleared by a doctor to resume normal physical activity.

**Event Name:** Participant Waiver

Joe Rockclimber

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Signature