



From The Battlefield To The Boardroom

PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT

Participant Name: _____

In consideration for services of Rogue Consulting Group, LLC ("Rogue Consulting"), their agents, owners, officers, directors, volunteers, participants, employees, successors, assigns, and all other persons or entities acting in any capacity on their behalf, on behalf of myself, my parents, heirs, assigns, and my estate, I hereby agree to release and discharge Rogue Consulting and its agents, owners, officers, directors, volunteers, participants, employees, successors, assigns, and all other persons or entities acting in any capacity on its behalf from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages, and liabilities, of every kind and nature, including any claims of owner or employee negligence, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, supervised by, facilitated by, or performed for the benefit of Rogue Consulting, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful, or wanton misconduct.

Inherent Risks and Assumption of Risks

Participating in team building, leadership development and character development exercises that utilize hands on and physical teaching methods carries known and possible unanticipated risks that could result in physical or emotional injury, death, or damage to me, to property, and to third parties.

I am aware of the possible risks associated with physical exercise and physically, emotionally, and psychologically stressful situations. I am aware that some of these events may be inherently dangerous activities.

Release of Liability

I am ultimately responsible for my own safety. In the event of an accident, rescue and medical treatment may not be immediately available. I specifically acknowledge that decisions made by Rogue Consulting staff and/or participants could be made in stressful situations, possibly based on imprecise, momentary, and subjective perceptions that are subject to errors in judgment and cannot and should not be associated with fault at a later point in time.

The exercises may include, but are not limited to, pushups, crossing swift water (up to class 3), sit ups, running, hiking at high altitude (up to 14,500 feet) crawling, ascending fixed ropes, rock climbing, rappelling, climbing over obstacles, swimming in deep water, scaling walls, lifting weights, jumping from heights, the use of trampolines, foam filled pits, mats, suspension rings, and potentially carrying up to 80lbs dead load. These activities may be physically uncomfortable, mentally challenging, and may cause fatigue. These activities are intentionally designed to induce physical and emotional stress in order to maximize their effectiveness and increase the participant's emotional preparedness for a real life situation.

Indemnity

I agree to defend, indemnify and hold harmless, Rogue Consulting from and against any and all legal or equitable claims asserted by any person or entity against Rogue Consulting on my behalf whether arising out of, touching upon or in any way relating to my participating in the training activities organized by Rogue Consulting and/or the presence, malfunction, maintenance, addition, substitution, use or condition of any tangible personal or real property owned, leased, operated, or utilized by Rogue Consulting in connection with such training even if a claim is the result of the actual or alleged sole negligence of Rogue Consulting. Should Rogue Consulting or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to pay for all such fees and costs.

Release as Contract and Personal Capacity

I expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this document and that there are no other impediments or reasons why I would lack the capacity to enter into this contract with Rogue Consulting.

Every provision of this contract is intended to be severable. In the event that any term or provision hereof is declared to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

Consent to Medical Treatment

I consent to the administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify Rogue Consulting from any and all liability or claims arising out of such treatment.

Consent to Using Photos, Video, Likenesses

I understand that I may be photographed or video recorded by Rogue Consulting during my participation in training events. I agree to allow my photo, video or film likeness to be used for any lawful purpose by Rogue Consulting or their assigns.

I CERTIFY THAT I HAVE READ THIS DOCUMENT CAREFULLY, THAT I UNDERSTAND ITS CONTENT, TERMS AND CONDITIONS, UNDERSTAND THAT I WILL BE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, ACKNOWLEDGE THAT I HAVE SIGNED THIS DOCUMENT FREELY, VOLUNTARILY, WITHOUT INDUCEMENT, DEMAND, ASSURANCE OR GUARANTEE, AND INTEND FOR MY SIGNATURE TO SERVE AS A CONFIRMATION OF MY COMPLETE AND UNCONDITIONAL ACCEPTANCE OF THE TERMS, CONDITIONS AND PROVISIONS OF THE DOCUMENT.

Participant Signature: _____

Parent or Legal Guardian Signature if person is under 18 yrs: _____

Printed Name: _____

Date: _____