



National Park Service
U.S. Department of the Interior

Death Valley National Park
Special Park Uses Program
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Joshua Tree National Park
Special Park Use Program
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Commercial Use Authorization Visitor/Participant Acknowledgement of Risk Form

In consideration of the services offered by 29 Trial Tours LLC (DBA “Joshua Tree Excursions”, “Death Valley Excursions”) their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses hereinafter collectively referred to as (“**JTE**”) I agree as follows:

Although **JTE** has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, **JTE** has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. **JTE** does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

1. Risk of injury from the activity and/or equipment utilized is significant including the potential for permanent disability and death.
2. Falling, causing broken bones, severe injuries to the head, neck and back which may result in severe impairment, injury or death.
3. All "acts of nature," including but not limited to flash flood, avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
4. Risks associated with crossing, climbing or down-climbing of rock, snow and/or ice.
5. Risks associated with river crossings, fording, or portaging.
6. Possible equipment failure and/or malfunction of my own or others' equipment, which may have been rented, borrowed, or personally owned.
7. Allergic or other physical reactions due to airborne/ ingested substances or insect bites/stings.
8. My own negligence.
9. Cold weather and heat related injuries and illness including but not limited to frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
10. Attack by or encounter with insects, reptiles, and/or animals.
11. Accidents or illness occurring in remote places where there are no available medical facilities.
12. Fatigue chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident

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The National Park Service cares for special places saved by the American people so that all may experience our heritage.

13. Psychological or emotional stress and trauma
 14. My sense of balance, physical coordination, and ability to follow instructions.

I am aware that hiking, scrambling over rocks, climbing, bouldering, camping, and backcountry exploration, entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge, different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of **JTE** has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity. I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

 Signature

 Date

Signature of Parent or Guardian, if participant is under 18 years of age

 Signature

 Date