

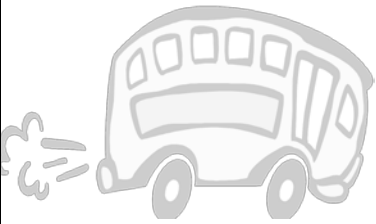
GLASTONBURY PARKS & RECREATION
PARENTAL CONSENT/OFF-SITE ACTIVITY
TEEN SCENE

During off site activities, all staff attends with the children. If you do not want your child to participate in an off-site activity, do not send them on that day/time as there will be no supervision available on-site.

I hereby request and consent that my child _____, while a registered participant in the Teen Scene program under the jurisdiction of the Parks and Recreation Department be permitted to participate in the off-site activities as initialed below:

Departure and Return times are listed on the session calendar.

ACTIVITY	DAY	DATE		PARENT/GUARDIAN INITIAL
SWIMMING:	Thurs.	7/5	Addison Pool (Walking)	_____
	Fri.	7/13	Addison Pool (Walking)	_____
FIELD TRIPS:	Thurs.	6/28	LAUNCH TRAMPOLINE	_____
	Fri.	6/29	CENTRAL ROCK GYM (Walking)	_____
	Mon.	7/2	TEEN CENTER	_____
	Tues.	7/3	MOVIES	_____
	Fri.	7/6	SILVER LANES BOWLING	_____
	Mon.	7/9	ICE SKATING	_____
	Tues.	7/10	NOMADS	_____
	Wed.	7/11	SOARIN' INDOORS	_____
	Thurs.	7/12	JB WILLIAMS	_____
	Mon.	7/16	TEEN CENTER	_____
Wed.	7/18	NOMADS OUTDOOR ADVENTURE	_____	



I understand that the activities are carried out under the direct sponsorship of the Teen Scene Staff employed by the Parks & Recreation.

I also understand that while traveling to the above activities, the group will be accompanied by the Teen Scene Staff. This consent shall remain in force until revoked by me with written notice to the Glastonbury Parks & Recreation Department.

Parent/Guardian Name

Parent/Guardian Signature

Parent/Guardian Address

Phone

Launch Trampoline Park Assumption of Risk, Waiver of Liability, And Indemnification Agreement (“Agreement”)

Participant #:	First Name (Print)	Last Name (Print)	Birthdate
Participant 1:			
Participant 2:			
Participant 3:			
Participant 4:			

In consideration for gaining access to and use of Launch Trampoline Park CT LLC (d/b/a Launch Trampoline Park), a Connecticut limited liability company (“LTP”), property, facilities and services (“LTP Facilities and Services”) and engaging in the use of and participation in the facilities and activities in and associated with LTP (“LTP Activities”), I the undersigned, on behalf of myself and my spouse, children, parents, legal wards, heirs, assigns, personal representatives, estate, and insurers, and on behalf of any Minor Participant listed above, agree as follows:

____ (Initial here) I am the Adult Participant and/or Parent/Guardian on behalf of a Minor Participant listed above and I hereby acknowledge, accept and agree that participation in LTP Activities, particularly the use of trampolines, inflatable “bounce houses”, advanced and/or aerial obstacle course equipment, and rock climbing and bouldering features, involve known and unanticipated risks that could result in physical and/or emotional injury, which include but are not limited to broken bones, sprained or torn muscles or ligaments, paralysis, other bodily injury, or death, or property damage caused by myself, a Minor Participant, or a third party. I acknowledge that the above list is not inclusive of all possible risks associated with use of LTP Facilities and Services and participation in LTP Activities, and I agree that such list in no way limits the extent or reach of this Agreement. I acknowledge and understand that such risks cannot be eradicated without jeopardizing the core qualities of LTP Activities. I acknowledge that the aforementioned risk of physical and/or emotional injuries may also happen to an observer or bystander. I have received information to my satisfaction regarding the use of LTP Facilities and Services and participation in any and all LTP Activities and have had the opportunity to ask any and all questions I desired to ask. I understand the demands of LTP Activities are relative to my and/or Minor Participant(s)’s physical condition and skill level and acknowledge the types of injuries that may occur as a result of LTP Activities and the potential impact on an individual’s well-being and lifestyle. **I hereby agree that my access and access of a Minor Participant to LTP Facilities and Services and participation in LTP Activities is voluntary and that I knowingly assume all inherent risks.**

____ (Initial here) In further consideration of access and use of LTP Facilities and Services and participation in LTP Activities, I, Adult Participant and/or Parent/Guardian on behalf of Minor Participant, on behalf of myself, my spouse, my heirs, legal wards, personal representatives, assigns, and Minor Participant(s) (collectively, “Releasing Parties”) do hereby release, waive, and discharge LTP, its owners, directors, managers, officers, employees, affiliates, volunteers, independent contractors, equipment providers, and agents (collectively, “Protected Parties”) from legal liability, claims, demands, and causes of action, whether the same is known or unknown, anticipated or not, arising from the ordinary negligence of LTP or Protected Parties, including personal and/or emotional injury or death from incidents or illnesses arising from participation in LTP Activities and any and all claims resulting from the damage to, loss of, or theft of property, and I, for myself and on behalf of Releasing Parties, further agree that except in the event of LTP’s negligence and/or willful and wanton misconduct, I shall not bring any claims, demands, legal liability, and/or causes of action against LTP for any losses, whether economic or non-economic, due to property damage, personal and/or emotional injury or death sustained by me or Minor Participant(s) that are in any way associated with LTP Facilities and Services or LTP Activities. I, Adult Participant and/or Parent/Guardian on behalf of Minor Participant, further agree to hold harmless, release, discharge, defend, and indemnify LTP and Protected Parties (i.e., defend and pay any judgment and costs, including attorneys’ fees and related expenses) from any and all claims of the Releasing Parties arising from injury or loss due to participation of myself or a Minor Participant at LTP (including claims arising from the inherent risks of LTP Activities and those arising from the ordinary negligence of LTP or Protected Parties). I further agree to hold harmless, defend, and indemnify LTP and Protected Parties against any and all claims of co-participants, rescuers, and others arising from conduct of myself or a Minor Participant in the course of my participation or Minor Participant(s)’s participation at LTP (including claims arising from the inherent risks of LTP activities and those arising from the ordinary negligence of LTP or Protected Parties). In the event any dispute arises, I, the Adult Participant and/or Parent/Guardian on behalf of Minor Participant, agree bring such dispute within one (1) year of the date of this Agreement and to engage in mediation to settle the dispute. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of my participation or Minor Participant(s)’s participation at LTP shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect.

____ (Initial here) I, Adult Participant and/or Parent/Guardian on behalf of Minor Participant, hereby acknowledge, agree to and/or certify the following: I and/or Minor Participant is/are physically and emotionally able to participate in any and all LTP Activities without aid or assistance; I and/or Minor Participant am willing to assume the risk of any physical or medical condition I and/or Minor Participant may have; I have read all rules governing participation of myself or a Minor Participant in LTP Activities (“LTP Rules”), I have explained such rules to any Minor Participant(s) listed in this Agreement, and I understand that failure to follow all LTP Rules may result in the expulsion of myself and/or Minor Participant(s) listed in this Agreement from this LTP location; This Agreement supersedes any and all previous oral or written promises or agreements with LTP, this is the entire agreement between me and/or Minor Participant(S) and LTP, and that the Agreement cannot be modified or changed in any way by representations or statements by any agent or employee of LTP; I am at least eighteen (18) years old; I acknowledge it is my or a Minor Participant’s duty to inform staff and cease exercise immediately if I or a Minor Participant feels any unusual discomfort or suffers any injury during participation and alert the staff to any rules violations or dangerous behavior of co-participants; **I agree to inform LTP of any injury (even minor injuries) prior to leaving the LTP facility** and agree to assume all costs of emergency medical care and transportation; I grant LTP the right, without limitation, to photograph, videotape and/or record me and/or a Minor Participant and authorize LTP to use any such photographs, images, or likenesses in LTP marketing and displays, regardless of media; and I expressly agree that the foregoing Agreement is intended to be as broad and inclusive as is permitted by applicable laws and that if any portion thereof is held void or unenforceable, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

By signing this Agreement, I understand that I am giving up substantial rights, including my right to sue and any right to sue on behalf of Minor Participant(s), and I acknowledge I am signing the agreement freely, voluntarily, and intelligently, and with the full knowledge of its legal consequences. I intend my signature to be a complete and unconditional release of all liability due to ordinary negligence by LTP and the Protected Parties to the greatest extent allowed by law. I certify I am the parent or legal guardian of any Minor Participant listed in this Agreement or have been granted power of attorney to execute this Agreement on behalf of a parent or legal guardian of such Minor Participant. In the event I do not have the authority to execute this Agreement on behalf of another, I agree I shall be solely liable for any and all resulting claims, actions, penalties, causes of action, services, fees, or similar expense.

Adult Participant’s Signature or Signature of Parent/Guardian of Minor Participant(s)

Driver’s License Number

Date

Please provide the following information for Adult Participant or Parent/Guardian of Minor Participant(s) (Please Print):

First Name:	Last Name:	Birthdate:	
Street Address:	City:	State:	Zip:
Primary Phone Number:	Email Address:		
Emergency Contact:	Contact Phone Number:		

Please check box if you would like to receive email discounts and promotions at the above email address.

Agreement accepted by: _____ (LTP Employee)

Nomads Outdoor Adventure

Participant Agreement

(Including assumption of risks and agreements of release and indemnity)

Please read this document carefully. It must be signed by all adult participants (eighteen years and older) in the climbing and zip line activities at Nomads Outdoor Adventure ("the Park"). If the participant is a minor (younger than eighteen years of age), at least one parent or legal guardian (parent and guardian being referred to in this document as Parent) must also sign, as evidence of their agreement to these terms and conditions on their own behalf and on behalf of the minor participant. If the minor is not accompanied by a parent or guardian, the signature of either must be verified by a photo copy of that person's valid driver's license. In the absence of a parent or guardian, or the verified signature of either, another adult accompanying and responsible for the minor participant on the premises of the Park must sign. IMPORTANT: This "Other Responsible Adult" agrees to protect the Park and others from claims of the minor child, as set forth at the "Release and Indemnity" and "Additional Provisions" sections, below.

In consideration of the services of South Windsor Entertainment, LLC, a Limited Liability Company organized and existing under the laws of the State of Connecticut I, an adult participant, parent of a minor participant (for myself and on behalf of that minor participant) or "other responsible adult" understand, acknowledge and agree as follows:

Activities and Risks

The Park consists of more than 75 platforms installed in trees and connected by various configurations of cable, wood and rope to form bridges and zip lines over which participants will move at heights of up to 65 feet. Park activities are self-guided and require balance, agility, focus and strength in varying degrees as one moves through the course. Degrees of difficulty are indicated by a color code.

Participants share the responsibility with staff for compliance with safety procedures, including the use of a safety harness. Harnesses must not be removed or loosened – for any reason – and staff must be notified if a harness loosens or safety clips do not function as expected. Before engaging in the activities, participants must read and understand all instructions, posted or otherwise conveyed, receive specific training in using the harness and other safety equipment, and understand and accept the risks involved. The Park may deny or terminate participation at any time in its sole discretion.

Among the hazards and risks of the activities and use of the premises and equipment of the Park are the following: falls and abrupt and possibly harmful contact with other persons, structures and objects (fixed and moveable); carelessness and misjudgments on the part of participants and the staff of the Park, including by failing to follow proper procedures, instructions and the operating policies; the failure of structures and equipment; and the unpredictable forces of nature. Participants may experience an increased heart rate and other symptoms of anxiety and stress due to, among other things, heights, physical exertion and reliance on others. Injuries may include breaks, sprains, strains, bruises and other contusions and in extreme cases emotional upset, anxiety and even death. These risks are inherent in the activities and premises of the Park; that is, without them the experience would materially change and lose its value and appeal. The description of risks above is not complete and other unknown or unanticipated risks may be encountered.

PRINT NAME OF CLIMBER: _____

Assumption of Risks, Release and Indemnity

I hereby acknowledge that these risks exist and are inherent to the activities. I expressly assume all the risks of enrollment and participation in the activities, inherent and otherwise and whether or not described above. If I am the Parent of a minor participant, or an "other responsible adult", as described above, I have discussed the activities and

risks with the child, who chooses to participate nevertheless. If I am an adult Participant or the Parent of a minor Participant, for myself and to the extent allowed by law, on behalf of the minor child,

I further agree to indemnify (that is, defend and protect), release and agree not to sue South Windsor Entertainment, LLC, dba Nomads Outdoor Adventure its owners, members, officers and staff ("Released Parties") with respect to any loss or injury I, or the child, may suffer in connection with my or the child's enrollment or participation in the activities and moving about the premises on which they are conducted, including claims of negligence (but not of gross negligence or intentionally wrongful conduct) of a Released Party. If I am an "other responsible adult", I agree to the indemnity described above, with respect to claims of the child.

Additional Provisions

I, an adult participant or parent, understand and agree that the Park does not have medical personnel or treatment available to Participant. I hereby authorize and grant permission to the Park to secure emergency medical treatment for Participant, if necessary. I represent that the participant has no medical or health condition which might cause him or her to be a danger to himself or herself, or to others. I agree to be responsible for all costs of medical care, including transportation, for myself, or the child. Participant is covered by adequate medical health insurance to provide for any medical costs that may be incurred.

Any dispute between a Released Party and participant, parent or other responsible adult will be governed by the substantive laws of the State of Connecticut (not including laws which might apply the laws of another jurisdiction), and any mediation or suit shall take place only in that state. I will pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by me, or by or on behalf of the minor participant, if the claim or suit is withdrawn or to the extent a court or mediator determines that the Released Party is not responsible for the claimed injury or loss.

I consent to the reproduction and use by the Park of photographs, videos and other images and sound recordings of me, or the minor, without compensation, for advertising or other purposes; and I release the Park and other Released Parties from liability for any violation of any personal and/or proprietary right I or the child may have in connection with such reproduction or use.

This agreement, which consists of this and the preceding one page, will apply to my, or the child's, participation in activities at the Park, until and including November 30, 2018.

If any term or provision of this Agreement is held by a court or proper jurisdiction to be illegal, unenforceable or in conflict with any governing law, the validity of the remaining portions of the Agreement shall not be affected thereby.

Participant's Name _____, Age (if minor)_____, DOB_____

Email:_____

Emergency Contact:_____,Emergency/Cell Phone: (___) _____

Name of Parent or Other Responsible Adult Signing below:

(Print)_____ Date:_____ Signature:_____

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Soarin' Indoors, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SI"), I hereby agree to release, indemnify, and discharge SI, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in Child's playscape, challenge ropes course, zipline activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slipping and falling; collision with fixed objects or people; the exposure to insects; falling off of or being thrown from the unit; strains, sprains, broken bones and musculoskeletal injuries including head, neck, and back injuries; cuts, abrasions, bruises, cardiac related illness or even more severe life threatening hazards; exhaustion; exposure to temperature and weather extremes which could cause hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; the negligence of participants, or other persons who may be present; equipment failure or operator error; my own physical condition, and the physical exertion associated with this activity. The challenge course programs are based on the "challenge by choice" principle. At any time you and/or your group are free to withdraw from participation in ropes course activities and its potential for: slips and falls; falling from significant heights; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening injuries; the use of ropes, harnesses, and other equipment; equipment failure; the negligence of other participants or persons who may be present; my own physical condition, and the physical exertion associated with this activity.

Furthermore, SI employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SI from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SI's equipment or facilities, **including any such claims which allege negligent acts or omissions of SI.**
4. Should SI or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against SI, I agree to do so solely in the state of Connecticut, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SI on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by SI to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SI from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____

PARTICIPANT AGREEMENT
(Including assumption of risks and agreements of release and indemnity)

Please read this document carefully. It must be signed by all adult (eighteen years and older) participants in the amusements and activities offered by the gyms identified below (the “gym” or “gyms”). If the participant is a minor, at least one parent or legal guardian (parent and guardian being referred to in this document as “parent”) must sign, as evidence of their agreement to these terms and conditions, for themselves and on behalf of the minor participant. “Participants” as used in this Agreement refers to persons engaged in the activities, non-staff members observing or assisting the activities, and persons otherwise on the premises of the gym or other activity site whose agreement to these terms is required by management of the gym.

Participant’s Name _____ Birth Date _____

Full address: _____

Telephone: Cell _____ Other _____

Email Address (optional) _____

Emergency Contact: _____ Telephone: _____

In consideration of being allowed to participate in the amusements and activities offered by the gyms I, an adult participant, or parent of a minor participant (for myself and on behalf of that minor participant), acknowledge and agree as follows:

This Agreement applies to activities offered by all entities or companies that own or operate gyms and climbing under the “Central Rock Gym” name, at any of their locations. Outdoor climbing sites are located on public lands in Massachusetts and New Hampshire. **No gym is responsible for the acts or omissions of or at another gym, and disputes, if any, must be resolved only with the gym at which, or on whose remote climbing event, an alleged loss occurs.**

Activities and Risks

Activities and amusements offered by the gyms include, but not exclusively: rock climbing, at the gyms and at remote outdoor locations, including bouldering, top roping, lead climbing and speed climbing; transportation to remote climbing sites and walking (including street crossings, to nearby second locations of certain of the gyms); slack lining; dry tooling; rope climbing; use of fitness equipment, use of weight rooms, classes in climbing, yoga, zumba, tabata, foam rollers, campus board, pilates, spinning, and strength and conditioning; rope swings, crate stacking, dodgeball, NERF guns, food services and simply moving about the gym and remote climbing sites.

Participants share the responsibility for managing the risks of the activities, supervised or not, including not participating in an activity for which they feel they are not qualified or which includes harmful conditions. Participants must follow all gym policies, rules, and regulations. I acknowledge that gym staff is, and has been, available, to answer any questions about the nature and physical demands of the activities and their risks. If I am a parent of a participating minor, I have explained these responsibilities to my minor child or ward.

Risks of the gym activities include, among others, the following: (1) misuse of the climbing walls, equipment or facilities; (2) falls and abrupt and possibly harmful contact with persons, structures and objects (fixed and moveable), including climbing walls, ropes, flooring and other surfaces; (3) failure of the facilities, climbing walls, holds, harnesses, auto belays and exercise, fitness and other equipment; (4) mental or physical health problems of participants and others; (5) lack of training and conditioning; (6) carelessness and misjudgements, including negligence, of participants and gym staff, by improperly belaying and otherwise failing to follow proper procedures, instructions and operating policies; (7) injuries associated with activities in and about the outdoors, including hiking over sometimes uneven terrain, falling timber and rocks, harmful plants and animals and the forces of nature; (8) camping activities, including the use of cooking stoves and moving about the campsite; and (9) accidents and illnesses, including allergic reactions, occurring in remote places where emergency medical care may be significantly delayed; and (10) accidents while being transported to remote sites or walking to nearby gym sites.

These and other risks are inherent in the activities of the gym; that is, without them, the activity would lose its value and appeal and vigorous participation would be discouraged. These and other risks can result in losses to participants, including property damage, bodily injury, permanent disability, paralysis, and even death.

Assumption of Risks

If I am an adult participant or Parent, I hereby acknowledge the risks described above and their inherency, and that other risks, known and unknown, inherent and otherwise, may be encountered. I expressly Assume all the risks, known and unknown, inherent or not, and whether or not described above, of enrolment or participation in an amusement or activity of the gym, the use of its equipment and facilities, or otherwise moving about the premises of the gym and remote sites and transportation to or walking to activity sites. If I am the Parent of a minor participant, I have discussed the activities, responsibilities and risks with the minor child who understands and accepts them.

Release and Indemnity

I, an adult participant or parent (parent agreeing for himself or herself and on behalf of a minor child or ward who is a participant), to the maximum extent allowed by law hereby agree to release and discharge each and every entity or company that own or operate gyms and climbing centers under the “Central Rock Gym” name (“Released Parties”) from all claims, liabilities and losses asserted by or on behalf of me or the minor participant in any way arising from or connected with my, or the minor’s, enrollment or participation in an activity of the gym, the use of its equipment and facilities, or otherwise moving about the premises of the gym and remote sites and transportation to or walking to activity sites. I understand that in signing this document, I surrender my, and the child’s, right to make a claim or file a lawsuit against a Released Party for personal injury, property damage, wrongful death, products liability or any other theory, to the maximum extent allowed by law.

I further agree to hold harmless and indemnify (that is, defend and pay or reimburse) the gym and the other Released Parties from any claim and from any liability, loss, damages or expenses (including attorneys’ fees) resulting from 1) a claim brought by a co-participant, rescuer or any other person for loss or damage caused by my, or the minor participant’s, acts or omissions; and 2) a claim brought by any member of my or my minor child’s family in any way arising out of my or the minor’s enrollment or participation in an activity of the gym, the use of its equipment and facilities, or otherwise moving about the premises of the gym and remote sites and transportation to or walking to activity sites.

These agreements of release and indemnity include loss, damage or expense claimed to have been caused in whole or in part by the negligence of a Released Party, but not gross negligence or intentionally wrongful conduct.

Additional Provisions

If I am an adult participant or Parent, I acknowledge and agree to the following additional provisions:

Medical: The gyms do not have medical personnel or treatment available to visitors. I hereby authorize and grant permission to the gym to secure emergency medical treatment for myself or, if my minor child or ward is the participant, for the child. Neither I nor he child has any emotional or physical condition which would cause me, him or her to be a danger to ourselves or to others. I am, or the child is, covered by medical health insurance sufficient to provide for any medical costs that may be incurred, and in any event I agree to be responsible for such costs.

Media Release: I consent to the reproduction and use by the gym of photographs, videos and other images and sound recordings of me, or the minor, without compensation, for advertising or other purposes. I release the gym and other Released Parties from liability for any violation of any personal and/or proprietary right I or the child may have in connection with such reproduction or use.

Dispute Resolution: I, for myself and for the child, agree to engage in good faith efforts to mediate any dispute that might arise between me or the minor child and a Released Party. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims between the parties will be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect I agree that any dispute between a Released Party and a participant or Parent will be governed by the substantive laws (not including laws which might apply the laws of another jurisdiction) of the State where the gym is located from whose activities, including remote climbing, the claim arose. Any mediation or arbitration shall take place only in that state, and in the County in which the gym is located or in the next nearest county in which a court of competent jurisdiction is located.

This Agreement, which consists of this and the preceding page (obverse), will apply to my, or the child’s, participation in activities at all the gyms identified above, for the current and for all future visits, until cancelled in writing by me or expired pursuant to the provisions of state law.

I have carefully read, understand and voluntarily sign this Agreement and acknowledge that it shall be effective and binding upon me, my minor child or ward who is a participant, and my, or the child’s, family, heirs, executors, administrators and representatives. I agree that if any portion of this Agreement is held by a court of competent jurisdiction to be invalid, the balance of this Agreement shall continue in full force and effect.

Participant Signature Date Print name

Parent or Guardian Signature Date Print Name