

In order for the Town of Cary to provide you with the opportunity to participate in one of the four levels of Challenge Course, we ask you to (1) acknowledge that you understand and accept the risks involved in participation in the Challenge Course and in associated adventure activities and (2) that you release the Town of liability and agree to hold the Town harmless in the event you suffer damages or injury.

Acknowledgement and Assumption of Risk

The Challenge Course and its associated adventure activities (jointly “Challenge Course” or “Course”) consists of a series of challenging outdoor activities led by a facilitator that involve low or high ropes or cable activity and may involve travel to and from the Course. I acknowledge that I have been afforded the opportunity to make such inquiries as I think necessary to understand the Challenge Course and the potential risks involved.

I understand and accept that participation in the Challenge Course exposes me/my child to numerous known and unanticipated risks from my actions and the actions of others which could result in personal injury, illness, death or damage to myself or my property. I understand Course may be physically and emotionally demanding. Some of the risks or factors creating risks include, but are not limited to:

- Hazards associated with:
 - Movement over woodland trails and uneven terrain;
 - Walking on cables, ropes and logs, or swinging on ropes, climbing up and down ladders, some of which are suspended at heights up to 40 feet;
 - Use of mountaineering ropes and equipment, including failure of said equipment and ropes.
 - Stretching and lifting exercises;
 - Exposure to animals, poisonous plants and insects such as poison ivy, insect bites, wasp and bee stings, and or other injuries inflicted by animals, insects or plants;
 - The forces of nature, including lightning and weather changes;
 - Working with, and in close proximity to, others;
 - My own, and others, personal physical, mental and emotional condition and the mental, physical and emotional exertion associated with Challenge Course activities.

I, for myself, my heirs, agents and assigns, (and for my child, if signing as a parent/guardian) understand that I (for myself or my child) am solely responsible for deciding whether to participate in Course, and that it is my/my child’s responsibility to bring unusual or potentially hazardous situations or behavior to the facilitator’s attention and to communicate my/my child’s needs to the facilitator. I understand and accept the known and unknown risks associated with the Challenge Course. If I am signing as the parent or legal guardian of a participant, I have also made my child aware of the risks. My participation, or the participation of my child, is voluntary and is done with full knowledge of the risks,

I have carefully read and understand this Acknowledgment and Assumption of Risk and my/my child’s responsibilities as a participant. I understand that I will be asked to read carefully, understand and sign a separate release of liability.

I UNDERSTAND THAT IF, AFTER READING THIS DOCUMENT, I CHOOSE NOT TO PARTICIPATE, I WILL RECEIVE A FULL REFUND OF ANY FEES I HAVE PAID IN ORDER TO PARTICPATE IN THE CHALLENGE COURSE EXPERIENCE.

Participant’s printed name

Participant’s signature

Date

Printed name of parent or guardian
(If participant is less than 18 years of age)

Signature of parent or guardian
(If participant is less than 18 years of age)

Date