

RELEASE OF LIABILITY AND HOLD HARMLESS

In consideration of the Town of Cary, permitting me or my child to participate in the Challenge Course and its associated adventure activities (“Challenge Course” or “Course”), I acknowledge and agree to the following:

1. I recognize the hazards and dangers inherent in Course and that participant entails risks of personal injury, loss of life and loss or damage to property. I have read, understand and agree to the terms of the Acknowledgment and Assumption of Risk form.
2. I represent that I am/my child is in satisfactory health and physical condition to engage in Course and not be a danger to my self/themselves or others.
3. I/my child will follow such rules and regulations as may be reasonably provide for Course.

RELEASE

I for myself, my heirs, executor and assigns, and if I am signing as the parent or legal guardian of child, for my child, do hereby voluntarily and with full knowledge of the consequences of my actions:

1. Release and forever discharge the Town of Cary its officers, employees and agents from any and all liability, actions, demands, or claims of every kind and nature, that might be made on account of any losses, expenses or damages whether for any bodily injury or death, illness, or property damage to myself/my child or other arising out of my participation on the Challenge Course, unless such damage or injury is primarily the direct result of a negligent act or omission to the Town of Cary, and not caused in part by my own/my child’s negligence.
2. Indemnify and hold harmless the Town of Cary, its offices, employees and agents from and from and against all liability, actions, demands or claims of every kind and nature arising out of my/my child’s participation in Course.
3. I, for myself and my heirs, executors and assigns and for my child, further agree, promise and covenant not to sue, assert or otherwise maintain any claim again the Town of Cary, it officers, property arising form my participation in the Challenge Course
4. This Release and Hold Harmless agreement is intended to cover liability, actions demands and claims whether based on negligence, breach of contract, breach of warranty, or any other legal theory.
5. I agree that if any provision of this Release is held to be illegal or invalid by a court of competent jurisdiction, such provision shall be considered severed and deleted and such severance shall not effect the validity of the remaining provision hereof.

I furthermore authorize the free use of any photographs and videotape of me generated during my/my child’s’ participation in the Challenge Course experience,

IN SIGNING THE DOCUMENT I FULLY RECOGNIZE THAT IF INJURY, ILLNESS, DEATH OR DAMAGE OCCURS TO ME/MY CHILD AS A RESULT OF THE CHALLENGE COURSE, I WILL NOT HAVE RIGHTS TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE TOWN OF CARY, ITS OFFICERS, AGENTS OR EMPLOYEES

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENT. I AM FULLY AWARE THAT THIS IS A RELEASE OF LIABILITY AND A HOLD HARMLESS AGREEMENT. I SIGN IT OF MY OWN FREE WILL, FOR MYSELF AND IF SIGNING FOR A CHILD, FOR MY CHILD. I UNDERSTAND THAT IF AFTER READING THIS DOCUMENT, I CHOOSE NOT TO PARTICIPATE IN THE CHALLENGE COURSE EXPERIENCE, I WILL BE GIVE A FULL REFUND OF ANY FEES PAID BY ME IN ORDER TO PARTICIPATE.

Participant’s printed name

Participant’s signature

Date

Parent/Guardian’s printed name
(If a participant is less than 18 years of age)

Parent/Guardian’s signature
(If participant is less than 18 years of age)

Date