

**TOWN OF CARY CHALLENGE COURSE
ACKNOWLEDGEMENT AND ASSUMPTION OF RISK AND RELEASES**

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

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

1. Participation exposes me/my child to numerous known and unknown risks that may result from conditions found on the Course and/or from our own actions and the actions of others, any of which could result in personal injury, illness, disability, death, or damage to me, my child, or our property. Hazards and dangers are posed by the following conditions, which list is not exclusive:
 - 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;
 - 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.
2. I acknowledge that I have been afforded the opportunity to make such inquiries as I think necessary to understand the Course and the dangers and potential risks involved. I have assessed my/my child's fitness for the Course and choose for myself/my child to participate in the Course despite the risks.
3. I represent that I am/my child is in satisfactory health and physical condition to engage in the Course and not be a danger to myself/themselves or others. I/my child will follow the Course rules and regulations.

RELEASE OF LIABILITY AND HOLD HARMLESS

In return for the opportunity to participate in the Course, 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, waive, and forever discharge any legal rights I have or may have to seek payment or relief of any kind from the Town of Cary, its officers, employees or agents ('Releasees'), and release said Releasees 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 arising out of, or related to, my participation on the Course, unless such damage or injury is the direct and sole result of the gross and willful negligence of the Town of Cary.
2. Indemnify and hold harmless the Releasees from and against all claims, damages, losses, actions, demands, and expenses of every kind and nature arising out of my/my child's participation in the Course.
3. I, for myself and my heirs, executors, assigns, and for my child, further agree, promise, and covenant not to sue, assert, or otherwise maintain any claim against the Releasees arising out of or related to my/my child's participation in the Course.
4. This Acknowledgement and Release 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 Acknowledgement and Release is held to be illegal or invalid by a court of competent jurisdiction, such provisions shall be considered severed and deleted and such severance shall not affect the validity of the remaining provisions hereof.

MEDIA RELEASE

I understand that the Town of Cary or its employees or agents may take photographs and video of participants in the Course. I authorize the Town of Cary to use such photographs and video to publicize the Course and other Town-related purposes.

In signing this Acknowledgement and Release I fully recognize that I am voluntarily releasing and waiving valuable legal rights.

I have carefully read this Acknowledgement and Release and fully understand its content. I sign of my own freewill, for myself and if signing for a child, for my child. I understand that if, after reading this acknowledgement and release, I choose not to participate in the Challenge Course, I will receive a full refund of any fees paid.

Participant's Printed Name Participant's Signature Date

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