



BLUE RIDGE LEARNING CENTERS

Participant Agreement

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

Each adult (18 years of age or older) participant in an activity at High Gravity Adventures, Inc. dba Blue Ridge Learning Centers, (herein referred to as "BRLC") must sign this agreement. If any participant is a minor, a parent or other legal guardian (both herein referred to as "Parent") must sign, for themselves and on behalf of any minor participant(s). If the parent or legal guardian is also a participating adult, this agreement is binding upon him or her in both capacities.

In consideration of the services of Blue Ridge Learning Centers, I, an adult participant and/or Parent of minor participant(s) hereby acknowledge and agree as follows:

Activities: Blue Ridge Learning Centers activities are conducted on challenge courses, rock walls, zip lines, giant swings, and other natural and man-made structures, and in other outdoor environments. A challenge course is a system of poles, ropes, cables, lumber, and platforms over and on which participants move as they attempt a series of challenging activities at height. The level of exertion required for the activities will be similar to a day of moderate to strenuous exercise. Activities will vary in height and may reach up to 50 feet above ground level. Participants will be fitted with necessary equipment and receive a general orientation to its use within the course. Each activity will be explained by staff, and belay, or support, systems may be used. Activities are subject to the unpredictable forces of nature. Participants will have choices regarding their participation and will not be required to participate against his or her wishes. In addition to challenge courses, participants may also engage in a wide variety of other experiential activities including, but not limited to, scavenger hunts, environmental education, expressive arts, wildlife education, storytelling, music, dance, and campfires.

Risks: I understand and acknowledge that challenge course and other experiential activities at BRLC involve risks which could result in damage to my or any minor child's property, injury, or in extreme cases even death. A participant may slip, fall, be struck by falling objects, or experience other unintended contact with natural or man-made structures or other persons. Weather conditions can change quickly and participants will be subject to heat and cold, sudden showers and other weather conditions. Participants on the giant swing may experience motion sickness or other negative physical effects similar, under some condition, to a roller coaster ride. Participants may experience close personal contact with others and inadvertent but possibly unwelcome touching. Participants may be in situations in which they must depend on others for their physical well being. I understand that the staff of BRLC and other participants may make mistakes that could cause harm to me or the minor participant(s). The risks described above, and others are inherent in BRLC activities; that is, without them the activities

would lose their essential character and value.

Acknowledgment and Assumption of Risks: As an adult participant and/or parent of minor participant(s), for myself, and on behalf of any minor(s) for whom I sign, I acknowledge and assume the risks of being enrolled and participating in the activities of BRLC, inherent and otherwise and whether or not described in this document. If I am the parent of any minor participant(s), I have discussed the activities and their risks with the minor(s), who understands them and chooses to-voluntarily to participate.

Release of Liability: As an adult participant and/or as a parent of minor participant(s) (parent, for myself and, to the extent allowed by the laws of North Carolina, on behalf of any minor(s)), I agree to release and not to sue or otherwise make any claim against BRLC, its owners, directors, employees, agents, contractors, and owners of premises on which the activities of BRLC are conducted, (the “released parties”) with respect to injury, death, illness, disease, damage to property or any other loss suffered by me or any minor(s), arising out of or in any way related to me or any minor(s) being enrolled in or participating in a BRLC activity. This release includes, among others, claims of breach of contract, breach of warranty and strict liability and claims of negligence of a Released Party but not claims of gross negligence or intentionally wrongful conduct.

Indemnity: As an adult participant and/or parent of minor participant(s), I agree to indemnify (that is, defend from claims and pay judgments, including costs and attorneys fees) the Released Parties and each of them from claims arising from my or any minor(s) being enrolled in or participating in activities of BRLC. This agreement of indemnity includes claims of others for losses caused by my, or any minor’s, conduct, and claims of others, including family members, arising from a loss suffered by me or any minor(s). This agreement of indemnity includes claims of negligence of a Released Party, but not claims of gross negligence or intentionally wrongful conduct.

Medical Statement: A decision to participate is solely the responsibility of the participant and the parents of any minor participant(s), in consultation with their physician, as they deem necessary. Among the conditions which might affect a person's active participation and concerning which potential participants should consult a physician are the following: cardiac or circulatory issues, asthma, seizure disorders, phobias (including fear of heights and close personal contact with others), allergic reactions, diabetes, pregnancy, head, neck, or spinal injuries, orthopedic conditions, and recent surgeries. In accordance with the specifications of the manufacturer, participants must weigh less than 250 pounds for the high challenge course. Participants must not be under the influence of drugs or alcohol. BRLC's acceptance of a participant with a medical condition must not be interpreted as BRLC's acceptance of any responsibility for the management of a medical emergency or other event arising from that condition.

BRLC will issue a full refund to anyone who chooses not to participate or is disqualified from participation for medical reasons prior to commencing the activities.

By signing this agreement, I declare that neither I, nor any minor participant(s) has any condition which might cause us to be a danger to ourselves or to others.

In the event of a medical emergency, I hereby authorize the staff of BRLC to provide or obtain medical care for me, or any minor(s) at my expense.

Other: I understand that I and/or any minor participant(s) for whom I sign below may be photographed or videotaped while enrolled in BRLC activities, and I, for myself and for any minor participant(s) consent to the use of such images for informational and publicity purposes on the BRLC website or other media, without compensation.

In the event of a dispute between a Released Party and me, or any minor(s), I understand and agree that any mediation or suit must be filed and maintained exclusively in Watauga County, North Carolina, and the laws of the State of North Carolina (but not those which may apply the laws of another jurisdiction) will apply to the dispute.

This Agreement pertains to BRLC activities occurring at any time up to and including December 31 of the year in which this agreement is signed. Participation in BRLC activities thereafter, if any, will be the subject of another agreement.

[Signatures on Next Page]

Warning: *A person who forges the name of another or misrepresents his or her status (as an adult, or parent, for example) bears fully, by contractual indemnity, estoppel or otherwise, the responsibility for any injury or loss suffered by or caused by the person whose participation was facilitated by that forgery or misrepresentation.*

I acknowledge and agree that I have read this agreement in its entirety, understand it completely, and agree to be bound by its terms. I agree that it may not be modified except by a written document signed by me, and an authorized representative of BRLC.

Name of Adult Participant and/or Parent or Legal Guardian of any minor participant(s):_____

Age:_____ Birth Date:_____ Gender:_____

Street Address:_____

City:_____ State: _____ Zip: _____

Phone:_____ Email:_____

Emergency Contact Name:_____

Emergency Contact Phone Number:_____

A Parent or Court-Appointed Legal Guardian must sign for any participating minor(s) (those under 18 years of age) and agree that they and the minor(s) are subject to all the terms of this document, as set forth above. By signing below the Parent or Court-Appointed Legal Guardian agrees that they are also subject to all the terms of this document, as set forth above.

Name of 1st Minor Participant:_____

Age:_____ Birth Date:_____ Gender:_____

Name of 2nd Minor Participant:_____

Age:_____ Birth Date:_____ Gender:_____

Name of 3rd Minor Participant:_____

Age:_____ Birth Date:_____ Gender:_____

SIGNATURE OF ADULT PARTICIPANT AND/OR PARENT OR LEGAL GUARDIAN OF ANY MINOR PARTICIPANT(S):

SIGNATURE:_____ DATE:_____