

**RELEASE OF LIABILITY, ASSUMPTION OF RISK,  
AND INDEMNIFICATION AGREEMENT FOR USE OF THE CLIMBING TOWER (the "Release")**

For good and valuable consideration, including being allowed to participate in the Climber (as defined below), the receipt and adequacy of which are hereby acknowledged, Releasor (as defined below) hereby voluntarily agrees as follows, for himself/herself (or if he/she is younger than 18 years old, his/her parent or legal guardian both on behalf of such minor and for his/her parents and legal guardians) and his/her personal representatives, executors, liquidators, administrators, heirs, next of kin, successors, agents and assigns, and anyone else who might claim on his/her behalf (collectively, "**Releasor**"), in connection with Adventure Science Center's ("**ASC**") Aerial Adventure Course (hereinafter referred to as the "**Climber**" or the "**Activity**");

**1. ACTIVITIES AND ASSOCIATED RISKS**

Releasor has chosen to participate in the Climber. Releasor understands that:

- There are inherent risks in the participation in or on any aerial adventure course, which requires appropriate guest awareness, participation, physical ability, and dexterity. Releasor accepts the risks inherent in such participation of which the ordinary prudent person is or should be aware. Releasor has a duty to exercise good judgment and act in a responsible manner while in the Climber area and on the Climber, and to obey all verbal and written warnings, before and during participation.
- Releasor may be exposed to inherent hazards, including but not limited to some of the following: falls, broken bones, fractures, concussions, overexertion, death, paralysis, equipment failures, and negligence of others;
- As a consequence of these risks and other risks associated with the Climber that may not be listed here, Releasor may be hurt or disabled from the resulting injuries.

ASC assumes no responsibility for providing or paying for medical care resulting from injuries incurred while on or in proximity of the Climber.

Releasor has a duty to properly use the Climber safety equipment provided. ASC strongly recommends that all Releasor participants wear a helmet. Releasor has a duty to not participate in the Climber when the Releasor is:

- under the influence of drugs or alcohol.
- their physical condition will prevent safe participation.
- they are under 40 lbs. or over 270 lbs.
- they are under 4 years.
- they are over 6-ft 8-in tall.

**2. RELEASE FROM LIABILITY AND COVENANT NOT TO INSTITUTE LEGAL PROCEEDINGS. RELEASOR IRREVOCABLY UNDERTAKES AND AGREES TO RELEASE, WAIVE, DEFEND, INDEMNIFY, HOLD HARMLESS, AND FOREVER DISCHARGE** ASC and each officer, director, governor, regent, member, trustee, employee, volunteer, licensor, licensee, insurer, sponsor, partner, principal, representative, agent, contractor, subcontractor, successor and assign of ASC (collectively, "**Releasees**"), from and against any and all liabilities, losses, damages, injuries, permanent injuries, disability, death, pain and suffering, liens, actions, suits, claims, obligations, judgments, orders, costs and expenses (including attorneys' fees and expenses) whether known or unknown (collectively, the "**Liabilities**") **which Releasor had, has, or hereafter may have against the Releasees in connection with the Climber or incidental thereto, including any and all Liabilities arising from, based upon or relating to the Climber invasion of rights of privacy, violation of right of publicity, defamation or appropriation, breach of contract or duty of care, or ANY FAULT OR NEGLIGENCE OF ANY RELEASEE. WITHOUT**

**LIMITING THE FOREGOING, RELEASOR COVENANTS AND AGREES TO WAIVE ANY CLAIM AND NOT TO INSTITUTE LEGAL PROCEEDINGS AGAINST ANY RELEASEE FOR ANY OF THE LIABILITIES THAT HAVE BEEN RELEASED AND DISCHARGED HEREIN, and further agrees to defend and indemnify the Releasees from and against any and all legal proceedings that may be instituted on Releasor's behalf related to any Liabilities that have been released and discharged herein.** To the extent any equipment is made available to Releasor in connection with the Climber, Releasor acknowledges and agrees that such equipment is being made available solely by the sponsor or manufacturer thereof, and not by any other person or entity (including any of Releasees), and Releasor acknowledges and agrees that the fit, adjustment, and use thereof by Releasor is solely Releasor's responsibility notwithstanding any inspection or assistance rendered by any of the Releasees.

**3. RELEASOR ASSUMES RISK.** Releasor voluntarily and expressly consents to assume all responsibility for the inherent risks and dangers associated with the Climber and the potential for injury, including but not limited to broken bones, head injury, paralysis, and death, illness, disease (communicable or otherwise) and/or damage to or loss of property that exists when participating in and/or attending the Climber, including arising from, based upon, or relating to structural, environmental, or other conditions, use of equipment for the Climber, interactions with other participants at the Climber or attendees at ASC, **RELEASEE'S FAULT OR NEGLIGENCE** and/or the actions, inactions and/or lack of skill of any participant in or attendee at the Climber or at ASC. In the event of any injury to Releasor, no Releasees will be responsible for any decisions relating to medical care or treatment of Releasor or for such treatment itself or any expenses incurred in connection therewith. Releasor acknowledges that he/she shall be subject to, and agrees to comply with, all applicable federal, state, and local laws, statutes, codes, ordinances, rules, and regulations relating to health and safety, any protocols, policies, guidelines, and/or restrictions established by ASC relating to health and safety, and all such other rules and regulations of the Climber.

**4. REPRESENTATIONS.** Releasor's participation in and/or attendance at the Climber is conditioned on Releasor's consent to the terms of this Release, is voluntary and solely for his/her benefit and entertainment. Releasor will not be compensated monetarily by any of the Releasees for such participation and/or attendance. Releasor represents and warrants that he/she: (a) has had full opportunity to ask any questions regarding the Climber, has read, understood and declared himself/herself satisfied with the contents of this Release and has been given an opportunity to review this Release with anyone he/she chooses, including a lawyer, and has done so to the extent he/she wishes to do so; (b) is physically fit to participate in the Climber and is not subject to any medical condition that poses or may pose any risk of harm or disability to Releasor or to others; (c) is of sound mind and body and not under the influence of alcohol or any other drug or medication which may in any way impair Releasor's ability to enter into this Release, fully understand the intent and meaning of all the terms and provisions of this Release, or participate safely in the Climber; (d) acknowledges that the Releasees are relying upon the Releasor's acknowledgments, representations, warranties, and agreements contained in this Release in permitting the Releasor to participate in the Climber; and (e) agree to follow the rules for the Climber provided to Releasor and to follow directions given to Releasor by ASC staff. None of Releasees shall have, or be deemed to have, any obligation to Releasor hereunder or otherwise in connection with the Climber unless otherwise set forth in writing signed by Releasor and Releasee. Releasor understands that the Releasees do not carry or maintain health, medical, or disability insurance coverage for Releasor. Releasor is expected and encouraged to obtain his or her own medical or health insurance coverage.

**5. RIGHT OF PUBLICITY.** Releasor irrevocably grants Releasees and each of their designees the unrestricted, royalty-free, irrevocable, perpetual, non-exclusive, fully paid-up right and license to (a) take photographs, make audiovisual recordings, and otherwise use the name, city of residence, image and/or likeness, performance, and/or any other personally identifiable information of Releasor for any and all purposes in connection with the Climber or Releasees and their goods, services, or other businesses, including, without limitation for promotion and publicity purposes (collectively, the "**Materials**") and (b) reproduce, copy, publish, display, distribute,

perform, translate, adapt, copyright, exhibit, broadcast, stream, license, modify, edit, digitize, juxtapose, synchronize, reuse, create derivative works from, and otherwise exploit or use and permit to be used such Materials or any part thereof, whether alone or in combination with other materials, in each case without notice or right of prior review or approval, in any and all media now known or hereafter devised in perpetuity throughout the universe. Releasor agrees that the Releasees shall own all rights in the Materials.

**6. MISCELLANEOUS.** This Release shall constitute the entire understanding between Releasor and the Releasees with respect to the subjects discussed in this Release. This Release shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to its conflicts of law principles. The courts of the State of Tennessee located in Davidson County shall have exclusive jurisdiction with respect to all matters and disputes relating to or arising from Releasor's participation in the Climber and/or this Release, and the parties hereto irrevocably submit to such jurisdiction. If any portion of the Release shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

I HAVE READ THIS RELEASE AND FULLY UNDERSTAND ITS TERMS AND THEIR SIGNIFICANCE. I HAVE SIGNED THIS RELEASE FREELY AND VOLUNTARILY WITHOUT ANY COERCION, INDUCEMENT, ORAL REPRESENTATION, STATEMENT, ASSURANCE, OR GUARANTEE.

**For Participants At Least 18 Years of Age:**

_____	_____	_____	_____
Releasor Name (Please Print)	Releasor Signature	Date of Birth	Date
_____	_____	_____	
Emergency Contact	Relationship to Emergency Contact	Emergency Contact Telephone	

**For Participants Younger Than 18 Years of Age:** The signature of parent or legal guardian is required below both on behalf of such minor and for his/her parents and legal guardians.

**PARENT OR LEGAL GUARDIAN:** I am a parent or legal guardian of the minor participant in the Climber, and I agree, on behalf of such minor and on my own behalf, that I and such minor will be bound by all the provisions contained herein. I represent and warrant that I have the authority to enter into this Release on behalf of said minor and on my own behalf and that I have read this Release and fully understand its terms and their significance as applied to such minor and to me. I agree to defend, indemnify, and hold the Releasees harmless from and against any Liabilities arising out of a breach of the foregoing representation and warranty.

_____	_____	_____
Name of Parent or Legal Guardian (Please Print)	Signature of Parent or Legal Guardian	Date
_____	_____	_____
Name of Participant	Participant's Date of Birth	Releasor's Relationship to Minor Participant