

TAKE FLIGHT, LLC

Participant Agreement, Release and Acknowledgement of Risk
Please read and understand this document before signing

TAKE FLIGHT, LLC's (TAKE FLIGHT) Take Flight employees (employees) are professionally trained to operate the equipment and assist participants in its proper use. Notwithstanding, the equipment and course(s) pose certain inherent risks and physical dangers.

Aerial Adventure Challenge Course

A ropes or challenge course is a series of tasks, obstacles or challenges that participants travel through, on or around. Most obstacles involve physical activity such as crawling, walking, or climbing, using all or part of the body. Obstacles range from ground level to 36 feet high.

Participants wear a harness and use clips to attach themselves to cables to traverse the course. Participants must demonstrate ability to perform this task before entering the course. Once on course, participants transfer themselves from one activity to the next by moving ONE clip at a time to the subsequent cable, monitored by a second participant. Participants travel the course WITHOUT a guide. Employees are positioned on the course to monitor, observe, and assist when necessary.

Adventure Zip Line Tour

A Zip Line tour is a series of zip wire (cable) traverses up to 40 feet high and in which the participant uses a harness and associated hardware to travel down the zip line. Adventure Zip Tours use a 1:4 employee:guest ratio. Prior to entering the course, participants are instructed with respect to proper use and operation of the equipment and zip lines. Equipment will be fitted and checked by employees. The group will be monitored at all times by its guides, and all equipment transfers will be performed by guides, or by participants under close supervision.

Quick Jump and Super Swing

Both the Super Swing and Quick Jump are managed by trained employees.

The Quick Jump has an approximate 8 foot free fall then engages to gently lowering guests to the ground from 36 feet off the Aerial Adventure Challenge Course. An employee unhooks the guest from the Quick Jump once they are on the ground.

The Super Swing on the third level of the Aerial Adventure Challenge Course. An employee hooks guests into the Super Swing system, lowers the guest to hang in their harness just off the platform before using a quick release to let the guest swing in a pendulum motion. Guests experience a roughly 30 foot swing, remaining 6 feet from the ground at the lowest point. A second employee assists guests out of the system once momentum as stopped.

The Aerial Adventure Challenge Course, Adventure Zip Line Tour, Quick Jump and Super Swing will be collectively known as TAKE FLIGHT's "activities".

Express Assumption of Risk

I, _____ (print name) ("Participant") do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activities provided by TAKE FLIGHT, including the rental and use of equipment. Inherent hazards and risks include but are not limited to:

1. The activities are inherently dangerous, take place outdoors and therefore include risks associated with exposure to elements such as excessive heat, hypothermia and encountering natural or man-made objects; (2) Risk of injury from the activities and equipment utilized including the potential for permanent disability and death; (3) Possible equipment failure and/or malfunction of equipment; (4) Participant negligence and/or the negligence of others, including but not limited to operator error and employee/guide decision-making including misjudging participant fitness/ability, equipment condition, terrain, weather, trails, or route location; (5) Attack by or encounter with insects, including bees and wasps, and/or animals; (6) Scrapes, rope burn, or other minor abrasions; (7) Accidents or illness occurring in remote places where there are no immediately available medical facilities; (8) Fatigue, chill, and/or dizziness, which may diminish participant recreation time and increase the risk of accident or injury; and (9) Participants must be reasonably physically fit, as significant physical exertion will be required. Participants may experience fear, anxiety, trauma, exhaustion and/or fatigue during participation.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of being permitted to participate in the activities described above and related activities, I hereby agree, and acknowledge, that:

1. I (“I” and “Me” collectively includes Participant, any minor child(ren), family member or group Participant(s) with me). I HEREBY ASSUME ALL RISKS, AND RELEASE, INDEMNIFY, HOLD HARMLESS AND AGREE NOT TO SUE TAKE FLIGHT, its owners, officers, directors, agents, representatives, employees and volunteers, and the owner(s) of the property upon which the activities are conducted (“Released Parties”) WITH RESPECT TO ANY AND ALL LOSS, COST, INJURY, DISABILITY, DEATH, OR DAMAGE TO PERSON OR PROPERTY, FROM ANY CAUSE WHATSOEVER INCLUDING WITHOUT LIMITATION THE ACTION OR INACTION OF THE RELEASED PARTIES arising from my participation in the activities.
2. I accept sole responsibility for any loss, cost or expense that may be incurred for any illness, injury or death resulting from participation in the activities, including the costs of evacuation, hospitalization, and medical treatment and any sums payable to anyone by reason of any injury or death resulting from my participation in the activities.
3. I, my minor child, family and/or group are physically able to safely complete the activities. My participation in these activities is purely voluntary, no one is forcing me to participate, and I have elected to participate with full knowledge and assumption of liability for the risks. I am not pregnant. I am not currently under the influence of alcohol, illegal drugs, or impairing legal drugs. I am over the age of 18 years.
4. I am aware that the Released Parties require strict adherence to its standards of safety and conduct. I agree to fully abide by these standards and am subject to dismissal for refusing to adhere to them.
5. I hereby authorize the Released Parties to take and use photographs, video, film, and other images of me participating in or observing the activities. I waive my right of privacy, publicity, compensation, copyright or other rights to those images and I consent to the releases using those images for any purposes.
6. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.
7. This document is binding upon me and my estate, agents, representatives, survivors, executors and/or assigns.
8. In recognition of the risks, which I am assuming by voluntarily participating in these activities, I hereby give TAKE FLIGHT, its agents and employees permission to treat me and to authorize medical treatment of me in the case of an emergency or accident.
9. I understand that I will be required to participate in a safety orientation with respect to the proper use and operation of equipment and the activities, and the associated risks, and I will not participate without said orientation and/or without a full understanding of the activities and risks associated therewith.

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

E-Mail Address: _____

CAUTION!
**DO NOT SIGN THIS RELEASE IF YOU DO NOT AGREE WITH
OR DO NOT UNDERSTAND ITS TERMS**

I understand that my involvement and participation in these activities is **voluntary**. I have the right and will notify TAKE FLIGHT if I do not want to participate in any or all of the activities. I will not allow my family or other participants in my group to influence my decision whether to participate. If at any time I am unsure, frightened, or unable to proceed I will immediately notify TAKE FLIGHT employee, who will assist me to continue or in exiting the course.

I HAVE READ THIS PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK. I FULLY UNDERSTAND ITS TERMS, AND THAT I HAVE GIVEN UP LEGAL RIGHTS, AND I SIGN IT FREELY AND VOLUNTARILY.

Signature of Adult Participant

Printed Name of Adult Participant

Date

FOR PARTICIPANTS OF MINORITY AGE (under 18 years of age):

As parent, guardian, or temporary guardian with legal responsibility for the below-named Minor(s), this is to certify that I have read the entirety of this document, and that by signing below on behalf of said Minor(s), the Minor(s) and I are bound by its terms. I hereby consent and agree to participation by said Minor(s) in the activities, and on behalf of myself and said Minor(s), I and said Minor(s) hereby agree to release, indemnify, defend and hold harmless the Released Parties from any and all loss, cost, claim, damage, injury or death to person or property arising from participation of said Minor(s) in the activities. IN THE EVENT THAT I AM NOT THE PARENT OR LEGAL GUARDIAN OF THE MINOR(S), OR I DID NOT HAVE THE LEGAL CAPACITY OR AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE MINOR(S), THEN I AGREE TO DEFEND, HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES FROM AND AGAINST ANY CLAIMS OR SUITS INSTITUTED AGAINST THE RELATED PARTIES AS A RESULT OF ANY LOSS, COST, CLAIM, LIABILITY, INJURY OR DEATH TO PERSON OR PROPERTY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH PARTICIPATION BY SAID MINOR(S) IN THE ACTIVITIES.

Signature of Parent/Adult Legal
Guardian

Printed Name of Parent or Adult
Legal Guardian if Participant is a Minor

Date

Printed Name of Minor Participant(s):

Date of Birth

Date

Date of Birth

Date

Date of Birth

Date

Date of Birth

Date