



## **ADULT RELEASE AND WAIVER**

### **SOAR ADVENTURE TOWER, LLC**

## **RELEASE OF LIABILITY, AGREEMENT NOT TO SUE, INDEMNIFICATION AGREEMENT,**

### **EXPRESS ASSUMPTION OF RISK**

**THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY BEFORE SIGNING. IF YOU ARE UNWILLING TO SIGN THIS RELEASE AND WAIVER, YOU HAVE NO RIGHT TO ENTER THE SOAR ADVENTURE TOWER AREA OR TO ENGAGE IN ANY ACTIVITY IN THE SOAR ADVENTURE TOWER AREA. ANYONE WHO ENTERS THE SOAR TOWER ADVENTURE TOWER AREA WITHOUT FIRST SIGNING THIS RELEASE AND WAIVER IS A TRESPASSER.**

By signing this Agreement, I acknowledge that I understand this activity involves significant risk of injury and death from causes that can be foreseen and that may be unforeseen.

In consideration of the license to enter the SOAR Adventure Tower area and to participate in activities in the SOAR Adventure Tower area, I for myself, my spouse, my heirs, assigns, executors, legal representatives, trustees, and all persons claiming an interest under me, hereby agree as follows:

1. I agree to ASSUME ANY AND ALL RISKS involved in or arising from my presence and participation in activities on the SOAR Adventure Tower, LLC premises, including but not limited to the risks of falling, fractures, bruises, cuts, abrasions, concussions, dangerous weather, injuries for my lack of fitness or conditioning, negligence of others, death, bodily injury, psychological injury, pain and suffering, weather-related injuries, injuries caused by other participants, and consequential damages including but not limited to medical expenses and loss of income. I voluntarily and expressly assume all such risk.
2. I agree to RELEASE and forever discharge Soar Adventure Tower, LLC, a Tennessee limited liability company, its managers, members, owners, agents, directors, attorney's, staff, volunteers, successors, affiliates, heirs, investors, partners, in law and in equity, from all risks, demands, claims, and consequences of entering the SOAR Adventure Tower area and/or participating in activities in the SOAR Adventure Tower area, including but not limited to physical and psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), lost income, medical expenses, economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, weather events and conditions, and unforeseen conditions arising from the activities in the Soar Adventure Tower area.
3. I agree to INDEMNIFY AND HOLD HARMLESS, Soar Adventure Tower, LLC, a Tennessee limited liability company, its managers, members, owners, agents, directors, attorney's, staff, volunteers, successors, affiliates, heirs, investors, partners, in law and in equity against any and all claims, suits or



actions of any kind, whatsoever, for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees, costs of defense, and any related costs, if litigation or the threat of litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If I make any such claim or any such claim is made by anyone on my behalf or as a consequence of my participation in activities on the SOAR Adventure Tower, LLC premises, I agree to reimburse all such costs and liability to the person or entity who incurs such costs or liability from such suits, claim, demands or actions of any kind.

4. I acknowledge that SOAR Adventure Tower, LLC, and its directors, members, owners, and investors, volunteers, representatives, and agents are not responsible for errors, omissions, acts or failures to act on behalf of SOAR Adventure Tower, LLC.

5. I agree that if I, my legal representatives, executors, trustees or anyone on my behalf should make a demand or claim, or file an action related to my presence in the SOAR Adventure Tower area or from my activities on the SOAR Adventure Tower premises, this Release and Waiver may be introduced as a complete defense and bar to any such action.

6. By signing this Release and Waiver and agreeing to participate in activities in the SOAR Adventure tower area, I represent to SOAR Adventure Tower, LLC the following with the understanding that SOAR Adventure Tower, LLC is relying upon these representations and my agreement to this Release and Waiver to permit me to enter the SOAR Adventure Tower area and to engage in activities:

a. I am able to read this Release and Waiver and understand the consequences of signing it. IF I CANNOT READ THIS RELEASE AND WAIVER DUE TO A VISUAL IMPAIRMENT OR MY FAILURE TO BRING READING GLASSES OR CONTACT LENSES, I WILL ASK SOMEONE TO READ THE RELEASE AND WAIVER TO ME AND ASSUME ALL RESPONSIBILITY FOR SUCH PERSON TO READ IT CORRECTLY AND IN FULL. I WILL NOT SIGN THE RELEASE AND WAIVER UNTIL I AM SATISFIED THAT I UNDERSTAND WHAT I AM SIGNING.

b. I acknowledge that this activity will involve physical exertion and test my physical limits. I understand that this activity will require me to follow instructions and to pay attention to my actions and the actions of others. I represent that I am capable of the physical and mental requirements for this activity.

c. I am not pregnant. I have not had recent surgery or broken bones or muscle sprains. I do not have a back injury. I do not have any psychological condition that will prevent me from safely participating in the activity. I do not have any physical or mental condition that will expose me or anyone else to harm through my participation in the activities in the SOAR Adventure Tower area.

d. I am not under the influence of any medication, drugs or alcohol that affects my ability, or any limitation that prevents me in any way from understanding this Release and Waiver, following all safety instructions or participating in the activities in the Soar Adventure Tower area.



e. I agree that this Release and Waiver contains all the terms of my agreement to release and waive liability as provided herein. I have not relied upon any verbal statement of any representative of SOAR Adventure Tower, LLC not contained in this Release and Waiver as to any matter provided herein.

7. I agree to release and forever discharge SOAR Adventure Tower, LLC from any claim whatsoever, which arises or may arise on account of any first aid, treatment or service rendered for me or the decision of any agent or representative of SOAR Adventure Tower, LLC to consent to medical treatment while I am on the SOAR Adventure Tower, LLC premises, if I am unable to give such consent on my own behalf.

It is my intent that this Release and Waiver operate as a full release of all liability to the maximum extent permitted by law. This Release and Waiver shall be interpreted under the laws of the State of Tennessee. In the event that any provision of this Release and Waiver is determined to be unenforceable by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Release and Waiver. I agree that the court should sever such unenforceable provision from the Release and Waiver and modify the Release and Waiver to provide a full release of all liability to the extent permitted by law.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

I understand and agree that the terms of this Release and Waiver shall be binding upon my spouse, heirs, assigns, legal representatives, executor and trustee, and that it shall inure to the benefit of Soar Adventure Tower, LLC, its successors, assigns, members, directors, owners, and partners.

**PHOTO RELEASE**

I grant to SOAR Adventure Tower, LLC its representatives and employees the right to take photographs of me and my property in connection with the above-identified subject. I authorize SOAR Adventure Tower, LLC, its assigns and transferees to copyright, use and publish the same in print and/or electronically.

I agree that SOAR Adventure Tower, LLC may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

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Participant Name \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_