



## **PARTICIPANT ASSUMPTION OF RISKS AND RELEASE**

This Agreement covers participation in the **team building** program offered by Adventure Associates, Inc.

In consideration for being allowed to participate in this program, I understand, acknowledge and agree as follows:

I understand that the program requires moderate to heavy physical exertion and is physically and emotionally demanding. I understand further that I will not participate in the team building program if I have any medical (mental or physical) condition that might cause me to be a risk to myself or other participants or staff. I hereby promise that I am free from such conditions.

**This program includes:** Protecting (spotting) participants in case of a fall from several feet above the ground, being spotted by other participants, lifting other participants, being lifted by other participants, walking quickly or running through a conference center.

**Potential Hazards (among others):** Tree branches and other natural obstacles, falling debris, snow, water, falling from an element, improper spotting, and equipment failure. Environmental hazards from conditions of premises.

**Potential injuries or losses (among others):** Sprained or broken limbs, cuts, scrapes, bruises, heart attack, stroke, and death. Injuries caused by other participants.

**Acknowledgment and Assumption of Risks:** The risks described above are inherent to the program and its activities -- that is, they cannot be eliminated without destroying the basic nature of the activity and reducing its appeal and effectiveness. I understand that the risks described above, and others, inherent or not, may result in loss of or damage to property, personal injuries and even death. I nevertheless hereby expressly acknowledge and assume all such risks and voluntarily choose to participate in the activity, accepting responsibility for all such risks, and for injuries or other losses which may be encountered (including those caused by other participants).

### **I agree further as follows:**

- **Release:** To release and discharge Adventure Associates, Inc., its owners, Directors, Trustees, employees, officers, contractors and the owners and managers of facilities on which Adventure Associate activities are conducted (hereinafter referred to as "Releases Parties") from all claims and liabilities in any way arising from or connected with my enrollment or participation in the activity. This release includes loss or damage claimed to be caused in whole or in part by the negligence of Adventure Associates or any other released party. I understand that in signing this document, I surrender my rights to make a claim or file a lawsuit against Adventure Associates or another released party for personal injury, property damage, wrongful death or otherwise, except in cases of intentional wrongs or the gross negligence of such person or entity.

- Any dispute between the parties to this document shall be governed by the substantive laws (not including laws which might apply the laws of another jurisdiction) of the State of Massachusetts, and any mediation or suit shall occur or be filed only in Massachusetts.
- The costs incurred by Adventure Associates or another released party in investigation or defending a claim, including attorney's fees, shall be reimbursed by me if and to the extent the claim is withdrawn or a court or arbitration determines Adventure Associates is not responsible for the claim or loss.
- I give my permission for photos and/or video to be taken of me and agree that Adventure Associates may use the photos and/or video, without compensation, for marketing purposes.
- If any part of this Agreement is found by a court or other appropriate authority to be invalid, the remainder of the Agreement nevertheless will be in full force and effect.
- This agreement is entered into voluntarily, after careful consideration, and is binding upon the persons signing below, their heirs, executors, administrators, wards, minor children and other family members.

To the extent that I have any health conditions that limit my full participation (ex. cardiac, diabetes, seizure disorder, allergies, asthma and phobias), I agree that I will not participate in or will withdraw from any activity that may put my health at risk.

**Participant's Name:** \_\_\_\_\_

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

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