

WAIVER, RELEASE, AND COVENANT NOT TO SUE RELATION TO  
PARTICIPATION IN RECREATIONAL ACTIVITY

Name of Participant: \_\_\_\_\_

The undersigned requests that I (or, where applicable, my minor child or ward) be permitted to participate in the ZIP LINE / ROCK WALL CLIMB, being held at The Rock Ranch on \_\_\_\_\_, 2017 and activities incidental or related thereto (the "Activity") and further agree to the following:

1. I understand that I (or, where applicable, my minor child or ward) will be solely responsible for the actions, conduct, and safety of myself (or, where applicable, my minor child or ward) during the Activity, including following all rules, regulations, and instructions.
2. I understand that there are certain risks inherent in participation in the Activity, and the activities incidental or related thereto.
3. I understand that my participation (or, where applicable, my minor child's or ward's participation) in the Activity is entirely voluntary, that attendance or participation is not required and is not part of any duties, responsibilities, or conditions of employment.
4. In consideration for and as a condition to participation in the Activity, I, for myself and on behalf of my personal representatives, executors, heirs, and next of kin (or, where applicable, my minor child or ward and his or her personal representatives, executors, heirs, and next of kin) hereby:
  - a. expressly, knowingly, and voluntarily assume the risk of injury, illness, or other harm due to any act, event, or omission, including but not limited to negligent acts or omissions by The Rock Ranch, Chick-fil-A, Inc., and their respective employees, officers, directors, agents and affiliates (collectively, the "Sponsor") arising from or in any manner related to my participation (or, where applicable, my minor child's or ward's participation) in the Activity; and
  - b. release, discharge, covenant not to sue, indemnify, hold harmless, and absolve Sponsor from and against any and all injuries, damages, claims, actions, rights, causes of action, demands or otherwise, whether for personal injuries, property damage, or any other loss, damages or expenses by or on behalf of myself (or, where applicable, my minor child or ward) which I have or may have (and, where applicable, that my minor child or ward has or may have or that I as the parent or guardian have or may have for, by, or through them) including those arising from the partial or sole negligence of Sponsor, arising from or in any manner related to my participation (or, where applicable, my minor child's or ward's participation) in the Activity.

5. If signing on behalf of a minor child or ward, I understand that I am waiving and releasing any right of the minor child or ward and any right that any parent or guardian might have to sue or make claim against Sponsor for any act or omission, event or injury the minor child or ward might sustain during the course of or arising out of the Activity.
  
6. I agree that if any court of competent jurisdiction shall declare any provisions of this agreement to be unenforceable in any respect, such unenforceability shall not affect any other provision of this agreement, and this agreement shall be construed as if such unenforceable provision or provisions had never been contained herein.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS AGREEMENT INCLUDES A WAIVER OF LIABILITY AND RELEASE, AN ASSUMPTION OF RISK, AND AN AGREEMENT BY ME TO INDEMNIFY THE RELEASEES, AND I SIGN IT OF MY OWN FREE WILL.

### **REFUND POLICY**

**\_\_\_\_\_ (initials) I agree and understand that once harnessed and on the tower stairs, NO REFUNDS will be given.**

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

Signature of participant: \_\_\_\_\_

Print name of participant: \_\_\_\_\_

If Participant is a minor:

Signatures of Parents or Guardians: \_\_\_\_\_

\_\_\_\_\_

Print names of Parents or Guardians: \_\_\_\_\_

\_\_\_\_\_