

PARTICIPANT'S NAME: \_\_\_\_\_



**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
INDEMNIFICATION, ARBITRATION AGREEMENT AND  
PHOTOGRAPHY RELEASE**

**NOTICE--** By signing this document you may be waiving certain legal rights, including the right to sue.

**Release and Waiver of claims: Indemnification Agreement**

In Consideration of being allowed to use the facilities and participate in programs and event (“Programs”) at Stowe Farm (“The Host”) The Participant, and the Participants parents(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) TO WAIVE ALL CLAIMS** That they have or may have against the host arising out of the Participant’s participation in the programs or the use of any equipment provided by the Host (“Equipment”). The Participant and his/her Parents or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of host , its owners, affiliates, operators, employees, agents, and officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct;
- 2) TO ASSUME ALL RISKS** of participating in the programs and using the Equipment, even those caused by the negligent act or conduct of the host, its owners, affiliates, operators, employees, agents, and officers. The participant and his/hers Parents or legal guardian(s) understand that there are inherent risks of participating in the programs and using the Equipment, which may be both foreseen and include serious physical injury and death;
- 3) TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, expense that the Participant (or his/her next of kin) may suffer, arising out of participation in programs and use of the equipment.
- 4) TO INDEMNIFY** the Host its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the participant (or his/her next of kin) may suffer, arising out of participation in programs and use of equipment.

**Arbitration**

The Participant, and the participant’s parent (s) or legal guardian(s). if Participant is a minor, hereby agrees to submit any dispute arising from participation in the Programs, for which Participant intends to seek damages in excess of \$75,000.00, to binding arbitration in the programs, submission shall be unlimited. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators. The neutral arbitrator (“collectively, the panel”), to be chosen by the party-appointed arbitrators. the neutral arbitrators shall be an officer or director of an entity that operates a challenge course and or rock climbing wall in the United States. In the event that the two party appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, utilizing the selection criteria for the neutral arbitrators. as set forth above. Each party shall share equally the own cost, including the cost associated with the party-appointed arbitrators, and the parties shall share equally the cost associated with the neutral arbitrator. The arbitration proceeding shall proceed in the county and state in which the program occurred and shall be governed by the federal rules of evidence. The panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. In the event Participant, or the Participants parent(s) or legal guardian(s), if Participant is a minor, files a lawsuit in any court relating to, and/or arising from Participant’s participation in the programs, Participant’s and/or Participant parent(s) or legal guardian(s), by signing this document, stipulate to a cap on Participants damages of \$75,000.00, exclusive of interest and costs. As a threshold matter, the panel, or the court (if a lawsuit is filed), shall confirm whether the Waiver and release contained in this agreement are enforceable under applicable law.

**Photography / videography release**

Participant hereby grants to the host, its representatives, and employees the right to take photographs and video of Participants in connection with participants participation in programs. Participant hereby authorizes the host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the host may use such photographs and video of Participants for any lawful purpose, including but not limited to, publicity, illustration, advertising, and web content.

**Personal responsibility**

**The Participant certifies that he/she has no physical or mental condition that precludes him/her from participant in the program and that he/she is not participating against medical advice.**

**If helmets are recommended for use while participating in the programs, and participant chooses not to wear a helmet, he/she does so at he/she own risk and accepts full responsibility for any injury's that results.**

**The participant understands that his/her participation in the program is voluntary and further understands that he/she has the opportunity to inspect the host equipment and location before any participation.**

**The participant understands that he/she is obligated to follow the rules of the programs and that he/she believes can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.**

**If, while participating in the programs, the participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the programs and immediately bring said hazard to the attention of the host.**

**I, \_\_\_\_\_ (parent/legal guardian), hereby agree that I will explain to my child that the risk of injury while participating in the programs can be reduced by following the rules and through the use of *common sense* and *good judgment*.**

To the extent that any portion of this agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the agreement shall remain binding and available for the use by the host and its counsel in any proceeding.

**I have read and understand this agreement and I am aware that by signing this agreement I may be waiving certain rights, including the right to sue.**

**Parents or guardian must also sign if the participant is UNDER 18.**

**Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_**

**Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_**