

Kinetic Heights Waiver

Please read the content below and fill out and sign the waiver.



PARTICIPANT AGREEMENT

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY

This agreement (hereinafter the "Agreement") is an important and binding legal document.

Kinetic Heights Charlotte, LLC, d/b/a "Kinetic Heights" (collectively, "Kinetic Heights") operates a facility at 5664 International Drive, Charlotte, North Carolina (the "Facility") offering various challenge course and other recreational and fitness activities, including high and low ropes courses, zip-lines, giant swings, belaying, rappelling, lowering on ropes, rescue systems, indoor climbing, obstacle courses, bouldering, slacklining, parkour, yoga, boot camp, athletic conditioning and other fitness and challenge-based activities and related programming. Kinetic Heights also offers or intends to offer similar activities outside of the Facility, both on site and at other locations. All such activities, whether offered at the Facility or outside of the Facility are hereinafter referred to as the "Challenge and Fitness Activities."

Description of Activities and Risks.

Through the Challenge and Fitness Activities, participants have the opportunity to improve their physical fitness and conditioning and also attain personal growth and empowerment. All activities are voluntary and based on personal choice. Many of the Challenge and Fitness Activities involve physically demanding experiences and many involve opportunities to overcome perceived risks. In addition to such perceived risks, however, and in spite of extensive safety equipment and procedures, participation in the Challenge and Fitness Activities involves actual risks, which risks cannot be eliminated without jeopardizing the essential qualities of the Challenge and Fitness Activities. Examples of risks include without limitation the potential for: slips, falls and falling; dropped items; rope burns; rope entanglement; failure to attach or properly attach to belay systems; failure of ropes, slings, wires, harnesses, knots, holds, anchors, auto or manual belay devices or other parts of the ropes structure, zip lines, bouldering wall, obstacle course or other equipment. Such risks could result in scratches, scrapes, bruises, sprains, pulled muscles, lacerations, fractures, concussions, or even more serious and potentially life threatening injuries, including permanent

disability and death. At any time, you and/or your group are free to withdraw from participation in the Challenge and Fitness Activities.

Participant Obligations.

I agree to comply with all Kinetic Heights rules, both written and as stated to me by Kinetic Heights staff, during my participation in the Challenge and Fitness Activities. I will obey Kinetic Heights staff in regards to those rules as they affect the safety of myself, other participants and observers and the property of Kinetic Heights. If I observe any hazards or dangers to myself, other participants, Kinetic Heights staff, Kinetic Heights property or the Facility, I will immediately bring those hazards to the attention of the nearest Kinetic Heights staff.

Physical and Mental Health.

I understand that participating in the Challenge and Fitness Activities may subject me to rigorous physical exertion. I am in sufficient physical condition to accept a rigorous level of physical activity. I have no medical, mental, emotional, or physical conditions which could interfere with my safe participation in the Challenge and Fitness Activities or else I am willing to assume -- and bear the costs of -- all risks that may be created, directly or indirectly, by any such conditions. At any time, I have the right not to participate in or to discontinue my participation in a specific activity with which I am not comfortable.

Assumption of Risk.

I acknowledge that my participation in Challenge and Fitness Activities involves inherent risks, both known and unknown, anticipated and unanticipated, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I do knowingly and freely assume all risks, both known and unknown, anticipated and unanticipated, and take full responsibility for my participation in the Challenge and Fitness Activities. My participation in the Challenge and Fitness Activities is purely voluntary, and I elect to participate in spite of (and possibly because of) the risks.

Release.

In consideration of being permitted to utilize the Facilities and participate in the Challenge and Fitness Activities, and as partial payment, I hereby release, discharge and agree to hold harmless Kinetic Heights and its agents, owners, members, shareholders, officers, employees, volunteers, and all other persons or entities acting in any capacity on its behalf (hereinafter, Kinetic Heights and all such other persons or entities, collectively, the "Released Parties"), from any and all injuries, losses, liabilities, causes of action, suits, claims and damages (including attorney's fees and costs) related to my participation in the Challenge and Fitness Activities or my presence in or about the Facility, including any such injury, loss or damage that results from the negligent acts or omissions of one or more Released Parties. This release and agreement is binding on myself, my children, my parents, my heirs, assigns, personal representative and estate.

Indemnification.

I hereby agree that I will not sue any Released Party with regard to, and I will indemnify and hold the Operators harmless from, any and all liabilities, suits, claims, actions, demands, losses and costs of any nature whatsoever (including attorney's fees and costs) arising out of or in any way related to my participation in the Challenge and Fitness Activities or my presence in or about the Facility. This indemnification is binding on myself, my children, my parents, my heirs, assigns, personal representative and estate.

Insurance.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself.

Photographic Release.

I, the undersigned, consent for all purposes, to allow for the reproduction, selling, and/or use of photographs or videos of the undersigned (with or without the use of my name), by Kinetic Heights and by any designee of Kinetic Heights in media, promotional materials, brochures and/or website. In giving this consent I release Kinetic Heights and its designees from liability for any violation of any personal and/or proprietary right I may have in connection therewith.

Miscellaneous.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Kinetic Heights or any of the other Released Parties on the basis of any claim from which I have released them herein. In the event that I file a lawsuit against any of the Released Parties, I agree to do so solely in the state of North Carolina and the county of Mecklenburg and I further agree that the substantive law of that state shall apply in that action without regard to conflict of law rules. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I, the undersigned, recognize the dangers inherent in the Challenge and Fitness Activities. I am assuming the hazard of this risk upon myself since I wish to participate. I realize I am subject to injury from any of the Challenge and Fitness Activities and that no form of pre-planning or preparation can remove all of the danger to which I am exposing myself. Prior to signing this Agreement, I have had an adequate opportunity to read and understand it, have had an opportunity to ask questions about it, and any questions I have had have been answered to my satisfaction. I HAVE READ, UNDERSTOOD, AND DO HEREBY AGREE TO ABIDE BY THE TERMS OF THIS AGREEMENT. I AM UNDER NO INDUCEMENT TO SIGN AND I REALIZE BY DOING SO I GIVE UP SUBSTANTIAL RIGHTS.

Parent/Guardian's Concurrent Release and Consent (required if participant is a minor):

I am the parent or legal guardian of the participant identified below. I have had the opportunity to discuss the foregoing provisions with my child/ward and explain them to him/her. I consent to his/her participation in the Challenge and Fitness Activities and presence in the Facility and I confirm that he/she has agreed to be bound by the foregoing provisions. With legal responsibility for the participating minor, I (on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate) accept full responsibility for his/her participation in the Challenge and Fitness Activities and I further release any losses or claims I may have and agree to indemnify and hold harmless the Released Parties from any liabilities whether to the participating minor or to others (including attorney's fees and costs) related to the minor's involvement, observation or participation in the Challenge and Fitness Activities and/or presence in or about the Facility, to the fullest extent under the law.

Emergency Contact Name: _____

***Emergency Phone Number:** _____

Adult Participant and/or Parent/Legal Guardian of Minor:

First Name: _____ Last Name: _____

DOB: _____ Email: _____

Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Relationship to Minor: _____

Full Name and Birthdate of Family Members under the age of 18 (attending the Field Trip):

First Name: _____ Last Name: _____

DOB: _____

First Name: _____ Last Name: _____

DOB: _____