

## RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT

In consideration of the services of Higher Pursuits LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf ("HP"), I, and my children ("Releasor" and/or "Participant") hereby agree to release, indemnify, and discharge HP, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estates as follows:

1. Releasor acknowledges that my participation in outdoor adventure based activities including but not limited to ropes course elements, hiking, camping, backpacking, canoeing, kayaking, swimming, diving, cave exploring and river trips ("the activity") entails both anticipated and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. Releasor understands that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things: slipping and falling, falling objects, water hazards, exhaustion, and exposure to temperature and weather extremes. These risks could result in: hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration, other risks of the activity include, but are not limited to, exposure to potentially dangerous wild animals, insect bites, hazardous plant life, equipment failure, and improper lifting or carrying.**

Furthermore, HP employees have difficult jobs to perform. They seek safety, but they are not infallible. Despite being well trained and having the best of intentions, they might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and equipment being used might malfunction.

2. Releasor expressly agrees and promises to accept and assume all of the risks existing in this activity. Releasor's participation in this activity is purely voluntary and Releasor knowingly elects to participate in spite of the risks.
3. Releasor hereby voluntarily releases, forever discharges, and agree to indemnify and hold harmless HP from any and all claims, demands, or causes of action, which are in any way connected with Releasor's participation in this activity or Releasor's use of HP's equipment or facilities, **including, but not limited to, any such claims which allege negligent acts or omissions by HP.**
4. Should HP or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this Agreement, Releasor agrees to indemnify, reimburse and hold HP harmless for all such fees and costs.
5. Releasor certifies that Releasor has adequate insurance to cover any injury or damage Releasor may cause or suffer while participating, or Releasor agrees to bear the costs of such injury or damage themselves. Releasor further certifies that Releasor is willing to assume the risk of any medical or physical condition they may have.
6. In the event that Releasor files a lawsuit against HP, Releasor agrees to do so solely in the Circuit Court for Maury County, Tennessee and Releasor further agrees that the substantive law of Tennessee shall apply in that action. Releasor agrees that if any portion of this Agreement is found to void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, Releasor acknowledges that if anyone is hurt or property is damaged during participation in this activity, Releasor has waived Releasor's right to maintain a lawsuit against HP on the basis of any claim from which Releasor has released HP herein.**

**Releasor has had sufficient opportunity to read this entire document. Releasor has read and understood it. Releasor agrees to be bound by its terms.**

Signature Releasor/Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

### **PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ ("Minor") being permitted by HP to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless HP from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent/Guardian Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date: \_\_\_\_\_

*Parent or Guardian Signature*

*Parent or Guardian Name*