



ACKNOWLEDGEMENT OF RISKS & BINDING ARBITRATION AGREEMENT

In consideration of being allowed to use the facilities and participate in Guided Ropes Course/Aerial Park/Climbing Wall and other activities (“Activities”) at Evergreen Sports Complex LLC (the “Host”), the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, do hereby acknowledge and agree, to the fullest extent permitted by law, as follows:

- a) Participation in the Activities involves certain inherent risks. The inherent risks of the Activities may result in serious physical injury and/or death;
- b) The Participant’s participation in the Activities is voluntary, and Participant and his/her parent(s) or legal guardian(s) have the opportunity to inspect the Host’s equipment and facilities before any participation;
- c) The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice;
- d) The Participant and his/her parent (s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and 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;
- e) If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant’s personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

Photography/Video Release - Participant hereby grants to the Host, its representatives, and employees the right to take photography/ videos of Participant in connection with Participant’s participation in the Activities. 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 of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

Binding Arbitration - The Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, hereby agrees to submit any dispute, claim, or controversy, relating to and/or arising from (a) this Acknowledgment of Risks & Binding Arbitration Agreement, (b) Participant’s participation in the Activities, and/or (3) any other interaction between the Participant and the Host, including the determination of the scope or applicability of this agreement to arbitrate, to binding arbitration. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the “Panel”), to be chosen by the party-appointed arbitrators. 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, for the district in which the Activities occurred. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the State and County where the Activities 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. Judgement on the Award may be entered in any court having jurisdiction over the parties and controversy. Participant, Participant’s parent(s) or legal guardian(s), and the Host specifically intend this Binding Arbitration provision to survive in the event that any other portion of this Agreement is held invalid. **NOTICE TO PARTICIPANT: By signing this Agreement, you are giving your right to commence litigation against the Host in a court of law, and you are giving up your right to a trial by jury.**

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 use by the Host and its counsel in any proceeding.

Parental Responsibility - I, _____ (parent/legal guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Activities can be reduced by following the rules and through the use of *common sense* and *good judgement*.

Parents or Guardians must also sign if the Participant is UNDER 18.

Participant’s Name (Printed): _____

Participant’s Signature: _____ Date: _____

Parent /Legal Guardian’s Name (Printed): _____

Contact Info: Phone Number _____ E-mail _____

Parent/Legal Guardian’s Signature: _____ Date: _____