



ACKNOWLEDGMENT OF RISK, RELEASE, and WAIVER ("WAIVER")

Please read this Waiver carefully. Any and all observers and/or participants of The Adventure Network, Inc. ("TAN") activities (collectively, "Participants") must sign this Waiver. In the case of a minor Participant (any person under 18 years of age) ("Minor"), the Minor **and** his/her Parent or Guardian (collectively, "Parent") must both sign this Waiver for the Minor. In such a case, "I" refers to both the Minor and the Parent. Where a Parent signs on behalf of a Minor, the Parent does so on their personal behalf and on behalf of the Minor. Additionally, the Parent must also sign their own separate Waiver.

Agreement to Participate: Including Assumption of Risks and Agreements of Release and Indemnity

In consideration of being allowed to participate in any TAN activity; participating in any activity on the Premises; and/or observing any TAN Activities, I acknowledge that I have read and understand each term included in this Waiver. I agree to all of such terms as evidenced by my signature below. To begin with, I understand that I am waiving certain rights. And, by waiving such rights, I am relinquishing them such that I cannot exercise or use such rights in the future. I will not be able to sue TAN for injuries to my person or property arising from either my participation in or observation of TAN Activities.

The adventure experience in which I will participate may include challenge course activities (a network of cables, ropes, swings, and/or platforms, off the ground, over which I may walk and swing, with or without the assistance of other persons), rock climbing, outdoor games, and other activities. These activities involve risks and hazards including, among others, those associated with challenge courses and outdoor games; falling off the ropes course, hitting the ground or floor, rope abrasions, entanglement and other injuries resulting from activities on or near the challenge course; failure of ropes, slings, harnesses, climbing hardware, anchor points and/or any other equipment; accidents arising from falling climbers or dropped items, such as, but not limited to ropes or climbing hardware; dependence on other participants and staff; contracting a disease, virus, or illness from TAN staff and or other clients or visitors; the carelessness of other participants and staff; and the failure of equipment. These and other risks and hazards are inherent in TAN Activities and cannot be eliminated without significantly changing the nature of the activities. I understand that these and other hazards and risks may result in personal injury, including, but not limited to, falls, abrasions, sprains, breaks, puncture and other wounds, other emotional and physical injuries, and, in extreme cases, even death. These and other hazards and risks may also result in loss or damage to personal property.

It is my responsibility, and mine only, to determine my suitability, medical or otherwise, for participation in TAN activities. This includes determining whether I have any medical reason preventing or that should prevent my participation in any TAN Activity. I acknowledge that TAN and all of its representatives are in no position to determine whether I am capable of participating in any specific TAN Activity. For a Minor, the Parent must make this final determination after consulting with the Minor. The responsibility for this determination remains with the Parent.

Understanding the foregoing, I represent that I am completely healthy (both physically and emotionally) and capable of participating in any TAN Activities. I further represent that I have no medical or emotional conditions which may adversely affect my participation in any TAN Activities, or which may cause me to be a danger to myself or others. I understand my participation in any TAN Activity is completely voluntary and based on my decision to do so. I also understand that I may choose not to participate at any time.

Acknowledgment and Assumption of All Risks

I assume all risks of being present on the Property as well as observing and/or participating in TAN Activities. This assumption of the risks include all activities on the Property, coordinated and/or operated by TAN, and/or otherwise related to TAN, whether inherent or otherwise, and whether or not specifically described herein.

Agreements of Release and Indemnity

I agree to release and hold harmless TAN as well as its shareholders, directors, officers, employees, agents, contractors, strategic partners, and any other party associated with TAN ("TAN Parties"), individually and collectively, from any and all claims which I may now have or acquire in the future, **including claims of negligence**, as a result of or arising from my presence on the Property; enrollment or participation in any guided or unguided TAN Activities; and/or, observation of any TAN Activities. This Release does not extend to gross negligence or intentional, willful, and/or wanton misconduct (whether by an act or omission).

I further agree to defend, protect, hold harmless, and indemnify any TAN Parties, individually and collectively, from any claim brought against TAN Parties by any third party including, but not limited to, rescuers, other participants in TAN Activities, members of my or the child's family, and/or any other member of my party, arising from my conduct or that of anyone under my supervision while present on the Property and/or enrolled, observing, or participating in any TAN Activities or other activities, whether supervised or unsupervised, guided or unguided. This includes payment of any settlement, judgment, and/or all reasonable defense costs that include, but are not limited to, attorney's fees, paralegal fees, costs, and expenses. Defense costs would be due as incurred.

Additional General Terms

In the event of a dispute between me and TAN, I agree to first engage in good faith efforts to mediate that dispute prior to filing any arbitration or litigation. Unless otherwise agreed in writing, any arbitration or litigation shall be filed and conducted in Bucks County, Pennsylvania. The laws of Pennsylvania shall govern this Agreement and apply to any dispute arising from this Agreement and the activities anticipated in it.

In any lawsuit brought pursuant to this Agreement, the prevailing party shall be awarded their legal fees including, but not limited to, attorney's fees, paralegal fees, costs, and expenses, against the non-prevailing party.

Should any term of this Agreement be deemed unenforceable by a Court of competent authority, the remainder of the Agreement shall nevertheless remain in full force and effect. Further, a Court may modify any unenforceable term to make it enforceable.

In the event of an incident requiring medical attention, I authorize TAN to provide or obtain medical care for me and any Minor for whom I am signing. I further authorize TAN to exchange with any third-party medical care provider any and all relevant medical (e.g. any medical history or conditions) and personal information about me.

I agree that I will not consume or be under the influence of any chemical substance, including alcohol, during any TAN Activity. I agree to and shall follow all safety instructions.

I agree to allow TAN to use photographic or other images of me or the Minor for business or any other purpose deemed reasonable by TAN.

FOR THE PARENT: Where I, as a parent or guardian, sign on behalf of a Minor, I represent that (a) I read and discussed the foregoing statements and risks to the Minor; (b) the Minor understands the statements and risks; (c) the Minor agrees to each of the foregoing statements; and, (d) with this knowledge and understanding, the Minor wishes to participate. In the context of this Waiver, I understand that "I" in this context includes both me and the Minor. The Minor has signed below to reflect his or her understanding of the activities and risks, assumption of them, and desire to participate.

Name of Participant

Signature of Parent or Guardian of Minor Participant

Signature of the Participant

Date

Event/Location