

WAIVER OF LIABILITY, HOLD HARMLESS AND ASSUMPTION OF RISK AGREEMENT

1. In consideration for receiving permission to participate in any or all of TREADSTONE CLIMBING, LLC's ZIPLINE, INDOOR CLIMBING, OUTDOOR CLIMBING, GUIDED CLIMBING, ROPES COURSE AND/OR FITNESS TRAINING ACTIVITIES (hereinafter collectively referred to as ACTIVITIES), I, the undersigned PARTICIPANT, hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, TREADSTONE CLIMBING, LLC, and their property owners, members, managers, directors, shareholders, officers, agents, servants, and employees (hereinafter collectively referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the property where the activity is being conducted.

2. I am fully aware of the risks involved and hazards connected with these ACTIVITIES. I hereby elect to voluntarily participate in said ACTIVITIES with full knowledge that said ACTIVITIES may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in the ACTIVITIES, WHETHER CAUSED BY ME OR THE NEGLIGENCE OF RELEASEES or otherwise.

4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Georgia.

5. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

*Participant's name: _____

*Participant's date of birth: _____

*Telephone number: _____

*Email address: _____

(We make it a point not to spam your email address)

*Participant's signature: _____ print name: _____ date: _____
(over the age of 18)

If Participant is under the age of 18, the undersigned Parent/Guardian consents to the minor's participation in these activities, consents to all of the terms and conditions of the Activities and the above Waiver of Liability, Hold Harmless and Assumption of Risk Agreement, consents for Treadstone Climbing, LLC to seek reasonable and necessary medical treatment for Participant during such event or associated activities, as reasonably necessary in Treadstone Climbing, LLC's determination, and agrees to be responsible for any cost of such treatment.

*Guardian's signature: _____ print name: _____ date: _____
(under the age of 18)