



PARTICIPANT PERMISSION AND RELEASE FORM FOR USE OF COLLEGIATE SCHOOL'S ROPES COURSE

Name of Participant: _____ Date of Birth: _____

Collegiate School (the "School") has a ropes course on School premises (the "Ropes Course"), which is available to community members from time-to-time. In order for the above-named participant (the "Participant") to use the Ropes Course, this Form must be signed by parents and/or guardians of the Participant or the Participant if the Participant is 18 years old or over (the "Undersigned").

I. CONSENT TO PARTICIPATE

The Ropes Course includes the following elements: high- and low-level challenge courses, an in-line swing, and a dual zip line. Activities will vary in height and may reach in excess of 40 feet above the ground level. The Participant will be provided with appropriate equipment and is required to use such equipment while using the Ropes Course. While using the Ropes Course, the Participant may not be supervised or monitored at all times.

If the Participant is a minor, the Undersigned gives the Participant full permission to use the Ropes Course. The School may prohibit the Participant from using the Ropes Course, in its sole discretion, at any time. The Undersigned has had the opportunity to ask questions and obtain whatever information the Undersigned requires to fully inform the Undersigned about the Ropes Course, as well as the risks associated with using the Ropes Course. The responsibility for determining the Participant's suitability for using the Ropes Course is not the School's, but rather the Undersigned's, guided by the Participant's physician or other medical professional. By signing this Form, the Undersigned asserts that the Participant does not have a physical or mental health condition that could affect the Participant's ability to safely participate, and that the Participant has the maturity to appropriately respond to any challenges that the Participant may encounter during the Ropes Course.

II. MEDICAL TREATMENT AUTHORIZATION

In case of any emergency requiring medical treatment, the Undersigned hereby authorizes the School and its agents to permit commencement of medical treatment or hospital care (including necessary transportation) as deemed necessary by the physicians, dentists, or other medical personnel involved, even if the Undersigned has not yet been consulted. In authorizing such emergency treatment, the Undersigned agrees to accept the determination of the treating physician, dentist, or other medical personnel that the treatment or care rendered was medically necessary to protect the life, health, or mental well-being of the Participant. The Undersigned agrees to bear all costs incurred as a result of such emergency treatment.

III. RELEASE AND ASSUMPTION OF RISK

Using the Ropes Course may expose the Participant to certain risks, including, without limitation: inappropriate conduct or negligence by self or others; misjudgment by self or others; participants' mental, physical, or emotional conditions (known or unknown, disclosed or undisclosed); contact with natural or man-made structures, as well as with other participants; unmarked or obscured hazards; falling down or slipping; motion sickness or other physical effects; extreme and unpredictable weather conditions; animal hazards, such as stings, bites, poisoning, blows, and illness transmitted by insects.

In consideration of the Participant being permitted to use the Ropes Course, the Undersigned acknowledges, understands, and agrees as follows.

RELEASE. The Undersigned agrees, on the behalf of the Undersigned and the Participant, and their heirs, executors, administrators, personal representatives, and/or assigns ("Releasers"), to forever release, acquit, discharge, and covenant to hold harmless and not sue the School, its trustees, employees, volunteers, representatives, and agents ("Releasees") from any and all claims, suits, liabilities, and actions, including, but not limited to, any negligence of the Releasees, which Releasers may have, now or in the future, which arise directly or indirectly out of the Participant's use of the Ropes Course.

ASSUMPTION OF RISK. The Undersigned fully understands, accepts, and appreciates that using the Ropes Course involves risk of serious bodily injuries, including, but not limited to, the risks identified above. The Undersigned recognizes that there are risks inherent in, and specific to, using the Ropes Course. Inherent risks are those which cannot be eliminated without destroying the unique character of the activities. The Undersigned recognizes that using the Ropes Course could result in property loss or damage, serious bodily injury, paralysis, or death, and the Undersigned knowingly and freely assume, on behalf of the Undersigned and the Participant, all risks, both known and unknown, associated with participation in the Ropes Course.

While particular rules, equipment, and personal behavior may reduce the likelihood of injury, the risks and dangers of bodily injury are inherent to Ropes Course and cannot be eliminated completely. The Undersigned knowingly and freely assumes, on behalf of the Undersigned and the Participant, all risks, both known and unknown, associated with the participation in the Ropes Course.

INDEMNIFICATION. The Undersigned hereby agrees, on behalf of the Undersigned and the Participant, to indemnify the Releasees from and against any and all demands, claims, suits, actions, causes of action, or liabilities, including attorneys' fees, brought by any person or entity, arising directly or indirectly from the participation in the Ropes Course, including, but not limited to, any injury of any person caused by the Participant or damage to or destruction of any property caused by the Participant.

The provisions contained above include any property or personal loss or damage, or other loss caused or alleged to be caused, in whole or in part, by the ordinary negligence (but not gross negligence) of the Releasees. These provisions are not intended to, and do not, govern any claims that cannot be released by private agreement.

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The Undersigned has read this Form in its entirety and understands what it means. The Undersigned hereby expressly agrees that the provisions contained in this Form are governed by the laws of the Commonwealth of Virginia without regard to conflict of law principles, and are intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Virginia. If any portion hereof is held invalid or unenforceable, the Undersigned agrees that the balance shall continue in full legal force and effect. Any dispute arising out of this Form must be heard exclusively in the state or federal courts located in Virginia.

If the Undersigned is the parent/guardian of the Participant, by signing below, the Undersigned affirms that the Undersigned has legal custody of the Participant, that the Undersigned is authorized to sign on the Participant's behalf, and that the Undersigned has decided to allow the Participant to use the Ropes Course with full knowledge that the Releasees will not be liable for any personal injury or property damage the Participant may suffer, or cause, while using the Ropes Course.

Parent/Legal Guardian #1 Signature: _____ Name: _____ Date: _____

Parent/Legal Guardian #2 Signature: _____ Name: _____ Date: _____

Participant If 18 Or Older Signature: _____ Name: _____ Date: _____