

**Empower Adventure Operations Tampa Bay, LLC**

**PARTICIPANT AGREEMENT, ACNOWLEDGEMENT OF RISK, WAIVER, INDEMNITY, HOLD HARMLESS AND RELEASE FROM LIABILITY**

**DESCRIPTIONS OF ACTIVITIES**

Empower Adventure Operations Tampa Bay, LLC (hereinafter “Empower”) provides various environmental education, team-building and outdoor-based adventure activities including:

Zip: High cable traverses which allow riders zip through the upper forest canopy along a pulley system suspended on a mounted cable. This requires the use of safety harnesses which attaches to a removable trolley. Riders are challenged to confront a fear of heights, speed and face the risk of new challenges.

Sky Bridge: Walkways high up in the forest canopy consisting of planking supported by steel cables. Participants wear safety harnesses attached to safety lanyards clipped to the overhead steel cables.

Rappelling: A descent of a vertical surface (platform or tree) by sliding down a belayed rope that is passed through a device that provides friction, typically while facing the surface and performing a series of short backward bounds to control the descent.

Team Building Activities: These activities consist of a variety of games, exercises and initiatives and require low to moderate levels of physical intensity. These activities are used to help teams explore the various aspects of team performance.

Such outdoor-based adventure activities (hereinafter, “activities”) will be led by staff trained to guide participants toward their desired outcomes. All equipment will be fitted and checked by staff, progress throughout the tour will be closely monitored by guides and all equipment transfers will be performed by guides or by participants under close supervision of a guide.

Participants must be reasonably fit and able to climb to the upper forest canopy and may be required to pull themselves along a stretch of cable if they should lose momentum before reaching any given landing platform.

**PARTICIPATION REQUIREMENT**

I confirm that I participate in the activities willingly and voluntarily. I confirm that I am physically and mentally capable of participating in the activities and in using the equipment and I agree to fully comply with all stated and posted rules, guidelines and policies set forth by Empower.

Initial

**ACKNOWLEDGMENT OF RISK**

I acknowledge that my participation at this facility and in the activities in which I am about to partake is voluntary and that such participation entails significant elements of risk, including unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to me, to property or to third parties. I understand that this can result in accidents and/or illness, including, but not limited to: Cuts, scrapes, wounds, abrasions, rope burn and or contusions; sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage, dehydration, oxygen shortage, sickness; head and/or spinal injuries; insect bites; allergic reactions; shock, paralysis and/or death.

I understand that such risks cannot be eliminated without jeopardizing the essential qualities of these activities. I also understand that I can cease exposure to such risks by choosing not to partake in the activities or by otherwise withdrawing from such activities at any time.

I acknowledge that the guides, instructors and facilitators have difficult jobs to perform and that although they seek safety, they are not infallible. I am aware that they may give inadequate warning or instruction and that the inherent and other risks of the activities that I am about to perform may be increased by my own fitness or ability levels, by weather or other environmental conditions, by equipment malfunction, structural failure and other unforeseen factors that may affect my overall safety.

I acknowledge that the property on which these activities take place include their own inherent and other risks including, but not limited to, rocky and wooded terrain with potentially harmful plants and animals, including snakes and other creatures which may bite or sting.

Initial

**WAIVER, DEFENSE, INDEMNITY AND HOLD HARMLESS AGREEMENT AND RELEASE OF LIABILITY**

In consideration for the privilege of participating in the activities provided by Empower, I state as follows:

I understand the inherent and other risks in the activities provided by Empower which I will engage. I fully assume all risks, even if due to the NEGLIGENCE of Empower and/or its affiliates, principals, directors, officers, agents, members, managers, employee and volunteers or any land owner upon whose property the activity is conducted. I also assume the risk for accidents or injury caused by my own negligence, or the negligence of any of my fellow participants with whom I am taking part in such activities; whether such negligence is comparative or contributory.

On behalf of myself, my heirs, assigns, successors, executors, administrators and legal representatives, I hereby voluntarily agree, to release, indemnify, defend and hold harmless Empower, its affiliates, principals, directors, officers, agents, members, managers, employees and volunteers, and each and every land owner, municipal and/or government agency upon whose property and activity is conducted (hereinafter, “Released Parties”) from and agree not to sue them for, any and all claims, demands, or causes of action, which are in any way connected with my enrollment or participation in the activities in which I partake or spectate or my use of any of the equipment or facilities or premises, including claims of NEGLIGENCE on the part of the Released Parties.

On behalf of myself, my heirs, assigns, successors, executors, administrators and legal representatives, I hereby voluntarily agree to release and agree that I will not sue the Released Parties for money damages for personal injury, possible death or property damage sustained by me while using the facilities and equipment even if due to the NEGLIGENCE of the Released Parties.

I accept responsibility for any expenses that may be incurred for any illness or injury that may result from my participation including cost of evacuation, hospitalization, and medical treatment and any sums payable to anyone by reasons of any injury or loss of life that I may sustain through my participation in such activities and for all expenses associated with the defense of any such claims. I understand that this indemnification means that I accept responsibility for paying any costs, including attorney’s fees, which may be due for claims made against the Released Parties.

Initial

**HEALTH/MEDICAL TREATMENT AUTHORIZATION**

I certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

I hereby authorize any medical treatment deemed necessary in the event of any injury or illness to myself for which I am responsible while partaking in any activity.

Initial

**GENERAL PROVISIONS**

I agree that this agreement constitutes the entire agreement of the parties and superseded any contracts, agreement or understanding (oral or written) of the parties with respect to the subject matter hereof.

I agree that this agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of law or rules of the state. I further agree that any legal action arising from my participation in the activities shall be filed in Pinellas County, Florida.

I agree that in the event that any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Initial

**USE OF IMAGE**

I hereby consent to the use of my image by Empower for any and all purposes, including, without limitation or compensation: Video, still photographs, publication and any trade or advertising purposes, providing such uses are not made as to constitute a direct endorsement of any product or service.

Initial

**PARTICIPANT INFORMATION**

**(MUST BE COMPLETED FOR ALL PARTICIPANT(S))**

Name of Participant: (Print Clearly) \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Weight \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Emergency Contact's Relationship to Participant: \_\_\_\_\_

By signing this document, I acknowledge that I may be found by a court of law to have waived my right to a lawsuit against the Released Parties on the basis of any claim herein from which I have released them.

**I HAVE HAD THE SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE CAREFULLY READ AND UNDERSTOOD IT AND AGREE TO BE BOUND BY ITS TERMS.**

Participant's Signature: (Over 18 years of age) \_\_\_\_\_ Date: \_\_\_\_\_

**PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)**

I, \_\_\_\_\_ (parent/guardian name), the parent/guardian of \_\_\_\_\_ (Minor's name) whose date of birth is \_\_\_/\_\_\_/\_\_\_ give permission for my child to participate in the activities and utilize the equipment and facilities provided by Empower. I have reviewed the terms of the above Agreement and, as parent/guardian, accept its terms. I have discussed the terms of the above Agreement with my child and am assured by my child that he/she understands the Agreement and has also freely accepted its terms. I agree to fully release, indemnify and hold harmless the Released Parties from any claims which I may have and, to the fullest extent allowed by law, to release the Released Parties on behalf of my child for any claim(s) that my child may have. I further agree to indemnify and hold harmless the Released Parties from any and all claims which are brought by, or on behalf of the above stated minor and which are in any way connected with such use or participation by the above stated minor.

**I HAVE HAD THE SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT AND AGREE THAT MYSELF AND MY MINOR CHILD ARE TO BE BOUND BY ITS TERMS.**

Parent/Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_