

PARTICIPANT ASSUMPTION OF RISK, RELEASE, AND AGREEMENT

VERTICAL FREEDOM, INC.

Please read carefully before signing this document. Each participant is required to sign this document prior to participating in Vertical Freedom Inc. training, events, or other activities (hereinafter collectively referred to as activities).

In consideration of the services of **Vertical Freedom Inc.**, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as **VFI**), I hereby agree to release, indemnify, and discharge **VFI**, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. ACKNOWLEDGMENT OF RISKS

I acknowledge that my participation in ropes course or other activities at height or on the ground entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The very nature of the activities – training – will expose participants to enlarged risks, as they are presented with challenging simulated and real situations and conditions, to further their education.

VFI programs are based on the "challenge by choice" principle. At any time you and/or your group are free to withdraw from participation in ropes course activities. Furthermore, **VFI** instructors have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities, or they might misjudge the weather or other conditions. They may give inadequate warnings or instructions, and the equipment being used may malfunction. Risks may result from failure to remain in designated areas, negligence of other persons and negligence on the part of the staff of **VFI**.

I expressly agree and promise to accept and assume all of the risks existing in this activity and certify and verify these statements by placing my initials here: _____.

2. DESCRIPTION OF RISKS

The risks include, among other things, the potential for: slips, falls and falling; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening injuries including death. Risks include inadvertent and unwelcomed contact with other persons as participants may be jostled or thrown together. Emotional risks range from hurt feelings to panic and psychological trauma (such as fear of heights). Participants may fall, swing or otherwise experience harmful and abrupt contact with other objects or persons. Risks include the failure of structures supporting any of the activities.

Environmental risks include changing weather conditions, changes to the surface or subsurface of the earth including exposed rock, trees, deadfalls, earth, streams, creeks or cliffs. During an activity there may be contact with plants, animals or insects that could create hazards such as stings, allergies, and associated diseases.

I expressly agree and promise to accept and assume all of the risks existing in this activity, I understand and acknowledge that other risks may be encountered, and certify and verify these statements by placing my initials here: _____.

3. ASSUMPTION OF RISKS

I understand that this activity is dangerous and I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks, whether the risks are inherent or not and whether or not they are described above.

I certify and verify these statements by placing my initials here: _____.

4. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

I acknowledge as a participant I agree to the following:

TO WAIVE, RELEASE, AND FOREVER DISCHARGE ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION that I might have against **VFI**, its owners, directors and staff ("the Released Parties") for any and all liability and/or loss, damage or injury that I or anyone having a relationship to me might suffer in any way related to my enrollment or participation in the activities of **VFI**. This release extends to claims arising from any cause whatsoever, including negligence (but not the gross negligence or intentionally wrongful conduct) of a Released Party, breach of contract, or breach of any statutory or other duty of care to protect me from risk, dangers and hazards of the activities.

TO HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES AND EACH OF THEM from any and all claims and liability for any damage to property or personal injury, including death, suffered by another person, including a co-participant in the activities, that in any way arises out of or is related to my enrollment or participation in the activities and includes, without limitation, conduct by me that is negligent, willful or malicious that contributes to the damages.

I fully understand, have had all my questions answered fully and to my satisfaction, agree with, and certify and verify these statements by placing my initials here: _____.

6. ASSUMPTION OF LEGAL FEES

Should **VFI**, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify and verify these statements by placing my initials here: _____.

7. INSURANCE COVERAGE

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

I certify and verify these statements by placing my initials here: _____.

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8. STATE OF LAWSUIT FILING

In the event that I file a lawsuit against VFI, I agree to do so solely in the state of Nevada, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I certify and verify these statements by placing my initials here: _____.

9. DECLARATION

I agree to all of the statements in this document. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives. This agreement and my rights, duties and obligations as between the parties of this agreement, shall be governed by the laws of the state of Nevada.

I certify and verify these statements by placing my initials here: _____.

10. VOLUNTARY AND KNOWING AGREEMENT

I am of sound mind and am entering into this Agreement voluntarily and knowingly, without coercion or undue influence. I understand that I may seek legal counsel to advise me in this matter before signing this Agreement.

I certify and verify these statements by placing my initials here: _____.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN THIS ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST VFI ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN.

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

Signature of Participant: _____ Print Name: _____

Address: _____

Phone: _____ Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by VFI to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless VFI from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent: _____ Print Name: _____

Date: _____

PHOTOGRAPHY RELEASE

I hereby authorize VFI to publish video or photographs taken of me (hereinafter collectively referred to as "images") for use in VFI's print, online and video-based marketing materials, as well as other VFI publications.

I hereby release and hold harmless VFI from any reasonable expectation of privacy or confidentiality associated with the images.

I further acknowledge that my participation is voluntary and that I will not receive financial compensation of any type associated with the taking or publication of these images or participation in VFI marketing materials or other VFI publications. I acknowledge and agree that publication of said images confers no rights of ownership or royalties whatsoever.

I hereby release VFI, its contractors, its employees, and any third parties involved in the creation or publication of marketing materials, from liability for any claims by me or any third party in connection with my participation.

Signature of Participant: _____ Print Name: _____

Date: _____