

FLAGSTAFF EXTREME ADVENTURE COURSE PARENT/GUARDIAN WAIVER OF LIABILITY
(SCHOOLS/CAMPS)

I, _____, acting as parent or legal guardian of _____ (hereinafter, the "Minor") hereby affirm that I am over eighteen (18) years of age and authorize the Minor to participate in the Flagstaff Extreme Adventure Course (the "Course"). I understand the Course includes partaking in a series of physical activities while being suspended in trees at various heights. I have read the terms contained herein, and I fully understand that the document is a waiver and release of all actions, causes of action, claims, demands, judgments, liabilities against Flagstaff Extreme, LLC and/or its officers, principals, members, parents, assigns, successors, affiliates, employees, servants, volunteers, sponsors, agents, representatives, clients, and contractors (collectively, "Flagstaff Extreme") for any illness, injury, death, or property damage that might occur in connection with or related in any way to the Course. The Course is located on land contained within Fort Tuthill County Park (the "Property"), which is property owned by Coconino County, Arizona (the "County").

1. **ASSUMPTION OF RISK/ACKNOWLEDGMENT OF RULES.** I understand that participating in the Course is a hazardous activity that could cause serious injuries, including without limitation physical, and/or emotional injury, illness, slips and falls, being struck by tree branches or other objects, forces of nature (such as lightning, rain, hail, storms, etc.), insect and/or snake bites, heat stroke, dehydration, damage to property, or any other injury or damage resulting from coming into contact with elements of the Course. I acknowledge that Flagstaff Extreme has implemented a number of safety rules, including the requirement that each participant remain secured in his or her harness and safety systems at all times during the Course. However, I hereby acknowledge the risk of injuries and physical demands which are associated with the Minor's participation in the Course. Understanding these risks, I knowingly assume all risks of injury on behalf of the Minor that may be sustained in connection with his or her participation in the Course. The assumption of risk includes, but is not limited to, bodily injury and death, resulting from any action, including negligence, of Flagstaff Extreme or the County. _____ (Initial)

2. **RELEASE OF CLAIMS AND INDEMNIFICATION.** I fully release, acquit, waive, and forever discharge Flagstaff Extreme and the County from any and all known or unknown obligations (including, without limitation, the obligation to warn of known dangers), actions, causes of action, claims, demands, judgments, liabilities, losses, costs, damage, and expenses of whatever kind or character for any injury, in any way connected either directly or indirectly to the Minor's participation in the Course. I agree to indemnify, defend, and hold Flagstaff Extreme and the County harmless from and against any known or unknown losses arising out of, directly or indirectly, the Minor's participation in the Course. Additionally, I agree not to sue or bring any action against Flagstaff Extreme or the County for any claims of any kind that may arise out of the Minor's use of the Course. **The scope of this provision includes, but is not limited to, losses resulting from any action or negligence on behalf of Flagstaff Extreme or the County.** _____ (Initial)

3. **PHOTOGRAPHY/VIDEOGRAPHY.** I consent to Flagstaff Extreme taking photographs and/or videos of the Minor during his or her participation in the Course. I acknowledge that those photographs and/or videos are the sole property of Flagstaff Extreme. Additionally, I hereby grant full permission to Flagstaff Extreme use any photographs and/or videos in any broadcast, telecast, video or print media reporting or advertising without compensation. _____ (Initial)

4. **CURRENT HEALTH CONDITIONS AND CONSENT TO MEDICAL CARE.** If I am aware that the Minor has physical or other health conditions that might be aggravated by participating in the Course, I acknowledge that it is my responsibility to identify any concerns to Flagstaff Extreme or the Minor's school/camp supervisor. In the event of any injury, illness, or medical emergency during the Minor's participation in the Course, I authorize any representative of Flagstaff Extreme to provide any treatment deemed necessary. _____ (Initial)

5. **WEATHER-RELATED AND GENERAL POLICIES.** I acknowledge that I have had an opportunity to review, and that I fully understand and agree to abide by Flagstaff Extreme's general policies and weather-event policies as outlined on the website, www.flagstaffextreme.com. _____ (Initial)

6. **GOVERNING LAW AND EXTENT OF AGREEMENT.** I agree that the foregoing terms are governed by Arizona law and are intended to be as broad and inclusive as permitted by Arizona law.

In signing this form, I indicate that I have read and understand all of the provisions contained herein; have entered into it voluntarily and intelligently; and agree to be bound by its terms. I understand that it is my right to choose not to sign this document and not to allow the Minor to participate in the Course. **I FURTHER UNDERSTAND THAT BY SIGNING I AM GIVING UP THE RIGHT TO MAKE CLAIMS OR FILE LAWSUITS AGAINST FLAGSTAFF EXTREME OR THE COUNTY FOR INJURIES OR OTHER DAMAGES THAT MAY OCCUR WHILE I AM ON THE PROPERTY AND PARTICIPATING IN THE COURSE.**

Dated this _____ day of _____, 20_____

Signature of Parent or Guardian

Parent or Guardian's Printed Name

Participant's Printed Name