

## ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

Although American Explorers Basecamp, the Big Creek Challenge Course (ropes course) and related activities (the “Activities”) strive to provide participants with appropriate equipment and guidance so that they may safely enjoy activities for which they may not be skilled, these activities are not without risk. Certain inherent risks contribute to the unique character of the Activities. These inherent risks and the same elements that contribute to the unique character of the Activities can be the cause of loss or damage to your equipment, bodily injury, illness or, in extreme cases, permanent disability or death. We do not want to frighten you or reduce your enthusiasm for these Activities, but we do think it is important for you to know in advance that there are risks inherent in the Activities. The inherent risks in these Activities include damages and injuries resulting from (i) trail and road conditions, (ii) equipment failures, (iii) falls from heights, (iv) collisions with other persons or stationary objects, (v) changing and adverse weather conditions, (vi) exposure to water and the elements, (vii) unsafe acts by other participants, (viii) interactions with wild animals and insects, (ix) panic or anxiety and (x) other known or unknown risks inherent to outdoor settings and recreational activities.

**In consideration of my minor child and/or me being allowed to participate in the Activities, of which I voluntarily request the right of participation, I hereby state and acknowledge the following:**

1. I am aware that the Activities entail risk of personal injury and/or property damage, and I understand the description of these risks is not complete and that other unknown or unanticipated risks may occur.
2. Even with such understanding and appreciation of the risk, I still voluntarily desire for my minor child and/or me to participate, and I do hereby fully and irrevocably release and waive and forever discharge Mountain Sky Guest Ranch, LLC, The Arthur M. Blank Family Foundation and their officers, employees, agents, and direct and indirect owners and affiliated entities (the “Released Parties”) from any and all claims, actions, losses and/or legal liability of any kind or nature or description resulting from damages or injuries sustained by me and/or my minor children in participating in such Activities.
3. I do hereby personally assume all risks which may be associated with such Activities. I understand and acknowledge that (a) this is a legal and binding instrument and by signing it do acknowledge that I have read and fully understand the waivers and releases contained herein and (b) my minor children and I are being allowed to participate in the activities only as a result of agreeing to the terms of this document.

**By signing this document you may be waiving your legal right to a jury trial to hold the Released Parties legally responsible for any injuries or damages resulting from risks inherent in the Activities or for any injuries or damages you or your minor children may suffer due to the Released Parties’ ordinary negligence that are the result of the Released Parties’ failures to exercise reasonable care.**

### ALL PARTICIPANTS MUST COMPLETE:

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

### PARENTS/GUARDIANS NEED TO COMPLETE FOR ANY PARTICPANTS UNDER THE AGE OF 18:

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Parent/Guardian) (Parent/Guardian)

Minor Children and Ages \_\_\_\_\_

Organization Associated with \_\_\_\_\_