

**PART III ACKNOWLEDGMENT AND ASSUPMTION OF RISKS**

I, the Participant (adult or minor) and the parent or guardian of a minor Participant, understand the nature of the services of Provider and other activities, which may occur and tier risks. I acknowledge and expressly assume all risks of the activities, whether or not described above, known or unknown, and inherent or otherwise. I will take full responsibility for any injury or loss, including death, which I or a minor child for whom I sign may suffer, arising in whole or part out of such activities.

**PART IV AGREEMENTS OF RELEASE AND INDEMNIFICATION AND ADDITIONAL PROVISIONS**

If I am n adult participant or the parent of a participant I agree for myself and on behalf of the minor participant for whome I am signing as follow:

I release Provider, its employees, contractors, volunteers, directors and owners ("Released Parties") from any and all claims of injury or loss which I or the minor child for whom I sign may suffer, arising out if or in any way related to my, or the chills, enrolment in or participation in the activities of the Provider or the use of its equipment. Neither I, the minor child, nor anyone acting on our behalf, will bring suit or otherwise assert any such claims against a Released Party.

I will indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorney fees) each Released Party from any claim of liability, including one brought by or for a minor child for whom I sign, a co-participant in any activities of the Provider, a rescuer, a member of my or the minor child's, family, or anyone else, asserting a loss arising out of or in any way related to my, or the child's, enrolment in or participation in the activities of the Provider or the use of its equipment.

The agreements of release and indemnification above include claims arising in whole or in part from negligent (but not grossly negligent, reckless or intentionally wrong) acts or omissions of Released Parties or any of them, and all other claims, including for personal injury, wrongful death property damage products liability (including strict liability), breach of contract or warranty, or otherwise. The agreements are intended to be enforced to the fullest extent allowed by law, and to be binding on me as Participant and on me as parent or guardian of a minor Participant, individually and on behalf of the minor for whom I sign.

**PART V ADDITIONAL PROVISIONS**

I authorize Provider to provide or obtain or me, or the minor child for whom I sign, such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such care related transportation. Any dispute between Provider and me or the minor child for whom I sign will be governed by the substantive laws of the State of Kentucky, (not including laws which might apply the laws of another jurisdiction); an any mediation or suit shall take place only in Kentucky, in the County of Powell. If the dispute cannot be resolved by mutual agreement, I agree to submit it to a mediator recognized by the Courts of Kentucky and Powell County. I agree to pay all costs and attorneys fees incurred by Provider in defending a claim or suit brought by me or by or on behalf of the minor for whom I sign, if the claim or suit is withdrawn or to the extent a court or mediator determines that Provider is not responsible for claimed injury or loss.

**PART VI**

This agreement is entered into voluntarily, after careful consideration; its terms cannot be amended except in writing. I understand that it is binding to the fullest extent allowed by law, upon all persons signing below, our respective heirs, executors, administrators, wards, minor children (whether or not they are Clients) and other family members. If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.

Participant      Date \_\_\_\_\_      Parent or guardian      Date \_\_\_\_\_

Printed Name \_\_\_\_\_      Printed Name \_\_\_\_\_

Signature \_\_\_\_\_      Signature \_\_\_\_\_

Address \_\_\_\_\_

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