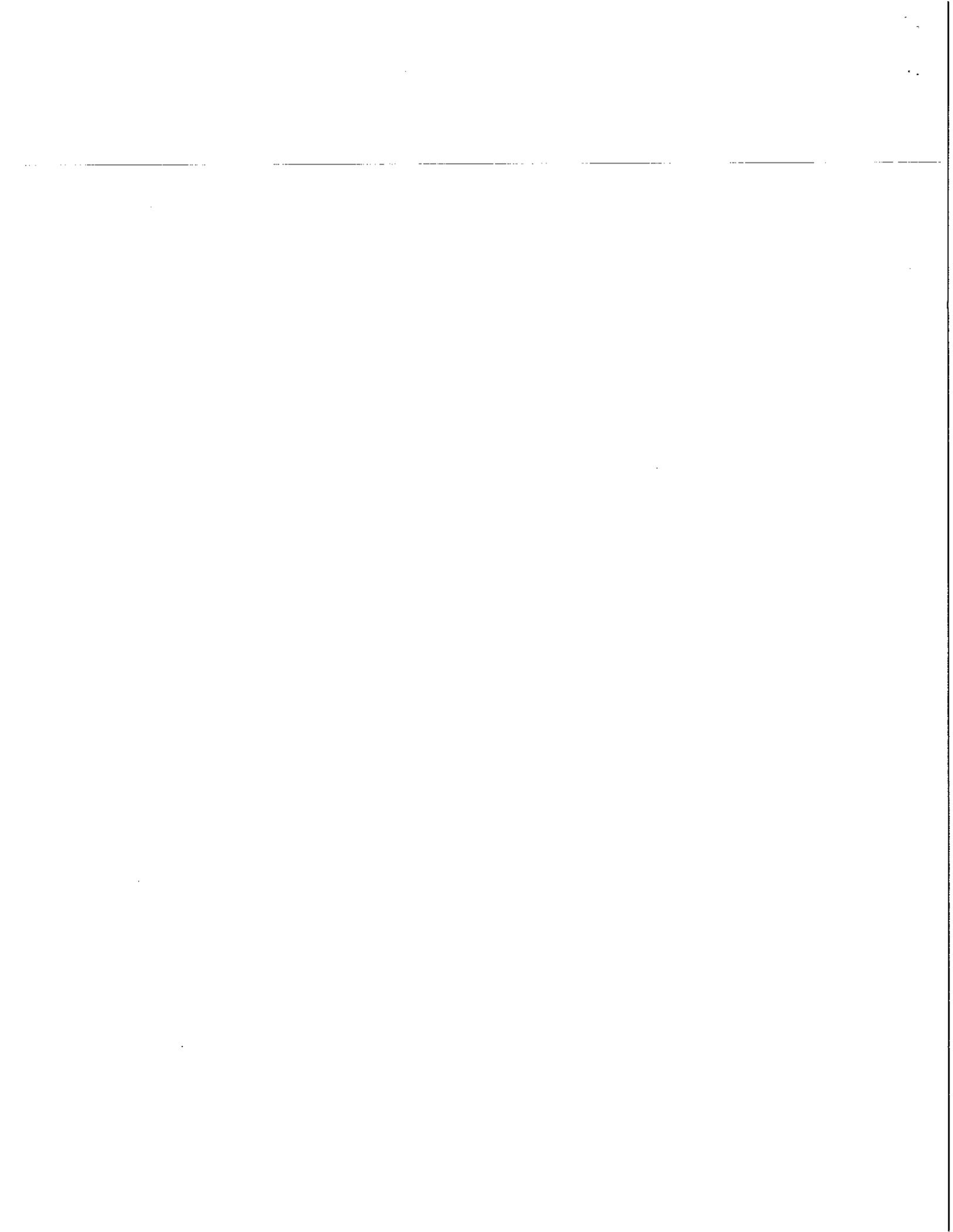


2016

WAIVERS

ALL MUST BE
COMPLETED,
SIGNED AND
RETURNED TO
DIRECTOR



Mountain Valley Guides LLC



Release of Liability, Assumption of Risk Wavier

In consideration of Mountain Valley Guides furnishing services and/or equipment to enable me to participate in River, Lake and Outdoor Activities, I agree as follows:

I FULLY understand and acknowledge that outdoor activities have (a) inherent risks, dangers and hazards and such exists in my use of Mountain Valley Guides equipment and my participation in flat water and Outdoor Activities; (b) my participation in such activities and/or use of equipment may result in injury or illness including but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death, or other ailments that could cause disability; (c) these risks and dangers may be caused by the negligence of others, accidents, breaches of contract, the forces of nature or other causes.

I FULLY understand and acknowledge that risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail, or river route location, and water level, risks of falling out of or drowning in kayak and such other risks, hazards and dangers that are integral to recreational activities that take place in the outdoors and wilderness environments; and (d) my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Mountain Valley Guides, or by any other person.

I AGREE and I am aware that it is a condition of my being able to participate in Mountain Valley Guides activities that I warrant that I am in good physical and mental health, that I am fully capable of participating in these activities, and that I have not consumed any alcoholic beverages or any substances that would impair my senses.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Mountain Valley Guides and its owners, agents, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Mountain Valley Guides equipment or participation in activities.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELEASE MOUNTAIN VALLEY GUIDES FROM LIABILITY FOR PERSONAL INJURY, PROPOERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CASE

Date Please Print Name Signature

If under 18: _____
 Parent/Guardian Print Name Signature

Do you want to receive information about special tours and events from Mountain Valley Guides?

Please provide us your email address: _____

RELEASE OF LIABILITY, WAIVER, AND ASSUMPTION OF RISKS

The undersigned individual desires to learn and/or continue to improve in the sport of rock climbing by training at premises owned and/or operated by the Cliffs* (collectively and/or individually, the "Cliffs", "Facilities", "Cliffs and Facilities"). In consideration for the Cliffs permitting me to use the premises including the climbing walls, bouldering walls, slacklines, ropes courses, and fitness facilities located indoors or outdoors (the "Climbing Wall"), as well as, participation in outdoor trips, I have agreed to execute this Release of Liability and Assumption of Risks (the "Release").

I hereby acknowledge and accept and agree THAT THE SPORT OF ROCK CLIMBING AND TRAINING ON THE CLIMBING WALL(S) AND/OR OTHER RELATED ACTIVITIES AT OR ORGANIZED BY THE CLIFFS INVOLVE INHERENT RISKS. I received full information regarding the use of the Facilities and had the opportunity to ask any questions that I wished. Further, I have had the opportunity to examine the Facilities and have full knowledge of the nature and extent of all the risks associated with rock climbing and the use of the Facilities including, but not limited to:

- a. All manner of injury resulting from my falling off or from the Climbing Wall and hitting the floor, wall, wall faces and/or holding covers, people or rope projections, whether permanently or temporarily in place;
- b. Rope abrasion, entanglement and other injuries resulting from activities on or near the Climbing Wall, including, but not limited to, climbing, belaying, rappelling, lowering on ropes, rescue systems, and any other rope techniques;
- c. Injuries resulting from the actions or omissions of others including, but not limited to, falling climbers or dropped items, such as, but not limited to, ropes, climbing hardware, wall parts, broken or loose holds, or personal effects;
- d. Cuts and abrasions resulting from skin contact with the Climbing Wall or any other surface;
- e. Failure or misuse of ropes, slings, harnesses, climbing holds, anchor points, or any part of the Climbing Wall;
- f. Failure to follow the Cliffs' employee's instructions or failure to ask for information or assistance;
- g. Failure to use the Climbing Wall without proper certification when necessary;
- h. Dangers and injuries that may exist due to inclement weather.

I further acknowledge that the above list is not a comprehensive recitation of all possible risks associated with the use of the Facilities and I agree that such list in no way limits the extent or reach of this Release of Liability Waiver and Assumption of Risks form. If, while using the Facilities, I see or hear anything that I feel is questionable or dangerous, it is my responsibility to inform a Cliffs' employee and follow appropriate procedures and instructions thereby given.

I expressly agree and hereby promise to accept and assume all the risks associated with the sport of rock climbing and training at the Facilities, both known and unknown. My participation in this activity is purely voluntary. I elect to participate in these activities in spite of the risks.

I hereby acknowledge that the Cliffs provide orientation and/or instruction before use of the Facilities to all visitors. The Cliffs also provide users with the option to inspect the premises and related equipment before choosing to use them. For advanced usage of the Facilities, including, but not limited to belaying and lead climbing, individuals must pass a certification test. I understand that if I need additional assistance, orientation, instruction, training or assessment during my participation at the Facilities at any future time that it is my responsibility to seek such assistance, orientation, instruction, training or assessment from The Cliffs' staff prior to participating in any activity for which I am not trained or qualified. Gear provided by the Cliffs, if any, is intended to protect individuals from harm or negligence that may result from, but is not limited to, use of the Facilities. I agree that I have a duty to inspect and exercise good judgment and act in a responsible manner while using the Facilities or participating in any other related activity and/or outdoor trips, and to obey all oral and written instructions and warnings prior to or during use. I agree that I have a duty to refrain from using the Facilities or participating in any other related activity and/or outdoor trips when under the influence of drugs and/or alcohol. I further agree that I am responsible for paying the appropriate rate in exchange for the use and training at the Facilities. My signature below indicates that the Cliffs' staff has presented this information to me and I fully understand this information.

I, on behalf of myself, my spouse, children, heirs, administrators and assigns, also agree to release and discharge the Cliffs and all and each of the Cliffs' employees, agents and representatives, as well as all other persons, corporations, or other entities that might have any liability to me (the "Released Parties"), from and against any and all damages, actions, claims and liabilities, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, relating to or arising from any activity, occurrence, or event involving the Cliffs or caused by the passive or active negligence of the Released Parties. This Release is intended to release and discharge the Released Parties from all damages, actions, claims and liabilities of any nature, specifically including, but not limited to, damages, actions, claims and liabilities arising from or related to the negligence of the Released Parties. I further agree to indemnify, hold harmless, and defend the Cliffs from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by the Cliffs as a result of my using Facilities or participating in any activity sponsored by or involving the Cliffs.

The duration of this agreement shall continue until it is cancelled or modified by written agreement. The laws of the State of New York shall govern the rights and obligations of the parties to this Release and the interpretation, construction, and enforceability thereof. I agree that any lawsuit brought against any Released Parties shall be brought solely in the New York State Supreme Court. The Cliffs reserves the right to use any photograph taken at The Facilities, during a course, a birthday party or private group, or during a mountaineering expedition, in the Cliffs' promotional materials, brochures, and website.

I HEREBY VOLUNTARILY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR LITIGATION INVOLVING ANY RELEASED PARTY.

THIS RELEASE IS A BINDING LEGAL CONTRACT. PLEASE READ IT CAREFULLY BEFORE SIGNING.
Please print all of the required information legibly

Today's Date _____ Participant name (please print) _____

Date of Birth _____ Street Address _____

City State Zip Code _____ Home Telephone Number _____

Work Telephone Number _____ Email Address (optional) _____

Signature of Participant _____

TO BE SIGNED IF PARTICIPANT IS A MINOR

I represent that I am the parent or legal guardian of the above named individual and hereby consent to the individual using the Facilities and participating in other activities sponsored by The Cliffs. In consideration for The Cliffs allowing the above named individual to use the Facilities and participate in the other activities, I agree, personally and on behalf of the individual, to be bound by the terms and conditions of this Release. I further agree to indemnify, hold harmless and defend The Cliffs from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by The Cliffs as a result of the above named individual using the Facilities or participating in any other activity involving The Cliffs.

THIS RELEASE IS A BINDING LEGAL CONTRACT; PLEASE READ IT CAREFULLY BEFORE SIGNING.
Please print all of the required information legibly

Date _____ Printed name of Parent or Court-Appointed Legal Guardian _____

Home Telephone Number _____ Work / Cell Telephone Number _____

Signature of Parent or Court-Appointed Legal Guardian _____

*The Cliffs Climbing and Fitness facilities and/or its subsidiaries include MG Wolffert, Inc. d/b/a The Cliffs at Valhalla, Dumbo Boulders, LLC d/b/a Dumbo Boulders powered by The Cliffs, The Cliffs at Long Island City, LLC, and any other such venues owned and/or operated by The Cliffs.

BROWNSTONE EXPLORATION & DISCOVERY PARK, LLC

Participant's Name: _____ Emergency Contact: _____
Address: _____ Emergency Phone #: _____
City, State, Zip: _____ Scuba Divers #: _____
Telephone Number: _____ Type of Certification: _____
E-mail address: _____ Certifying Agency: _____

Add me to the Brownstone Park e-mail list so I can receive news and special offers from the park.

ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS & ARBITRATION AGREEMENT

In consideration of being allowed to use the facilities and participate in programs and events ("Programs) operated by BROWNSTONE EXPLORATION & DISCOVERY PARK, LLC (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- a) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the inherent risks of participating in the Programs;
- b) **TO ASSUME ALL RISKS INHERENT IN PARTICIPATING IN THE PROGRAMS;** and
- c) **TO RELEASE** the Host, its owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for any loss, damage, injury, or expense that the Participant (or his/her next of kin) may suffer, arising out of the inherent risks of participation in the Programs, which include, but are not limited to, the instruction received while participating in the Programs.

Arbitration

The Participant hereby agrees to submit any dispute arising from participation in the Programs to arbitration, for the sole purpose of determining whether the alleged injury arises from a risk inherent in the Programs. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the District of Connecticut. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in West Hartford, Connecticut and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. In the event that the Panel determines the alleged injury arises from a risk inherent in the Participant's participation in the Programs, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from the Host. In the event that the Panel determines the alleged injury did not arise from a risk inherent in the Programs, the Participant shall proceed to the Superior Court of Connecticut, or if appropriate, the United States District Court, for the District of Connecticut, for a trial *de novo*.

Photography/Videography Release

Participant hereby grants to the Host, its representatives, and employees the right to take photographs and video of Participant in connection with Participant's participation in the Programs. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs and video of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

Personal Responsibility

The Participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Programs and that he/she is not participating against medical advice.

If helmets are recommended for use while participating in the Programs, and Participant chooses not to wear a helmet, he/she does so at his/her own risk and accepts full responsibility for any injury that results.

The Participant understands that his/her participation in the Programs is voluntary and further understands that he/she has the opportunity to inspect the Host's equipment and location before any participation.

The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of the Host.

I, _____ (parent/legal guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Programs can be reduced by following the rules and through the use of *common sense* and *good judgment*.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the State of Connecticut, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

Parents or Guardians must also sign if the Participant is UNDER 18.

Participant's Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Brownstone Exploration and Discovery Park
161 Brownstone Ave, Portland, CT 06480
T: 866-860-0208 F: 860-342-5017

Grana Prix

PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

DESCRIPTION AND LOCATION OF EVENT(S)

IN CONSIDERATION of my minor child ("the Minor") being permitted to participate in any way in the EVENT(S) and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined to be any area which requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), I agree:

1. I know the nature of the EVENT(S) and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event(s). I will inspect the premises, facilities, and equipment to be used, or with which the Minor may come in contact. IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).
2. I FULLY UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participation in the Event(s) and/or entry into Restricted Areas involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others participating in the Event(s), the rules of the Event(s), the condition and layout of the premises and equipment, and/or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.
3. I consent to the Minor's participation in the Event(s) and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any Restricted Area, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO ME, THE MINOR, my and the minor's personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME OR THE MINOR, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.
5. If, despite this release, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the "Releasees" named above, I AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
6. I sign this agreement on my own behalf and on behalf of the Minor.

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

I HAVE READ THIS RELEASE

SIGNATURE OF PARENT OR GUARDIAN

PRINTED NAME OF PARENT OR GUARDIAN

DATE

I HAVE READ THIS RELEASE

SIGNATURE OF WITNESS

PRINTED NAME OF WITNESS

NAME and AGE OF MINOR PARTICIPANT

MINOR'S ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY

DESCRIPTION AND LOCATION OF EVENT(S)

DATE RELEASE SIGNED

I have obtained my parent's consent to participate in the above event(s). I understand that I am assuming all of the risks if I get hurt during the event(s), and I state the following:

1. Both my parents and I believe I am qualified to participate in the event(s). I will inspect the premises and equipment and if, at any time, I feel anything to be unsafe, I will immediately leave and refuse to participate further in the event(s).
2. I understand that the ACTIVITIES OF THE EVENT ARE VERY DANGEROUS and INVOLVE RISKS AND DANGERS OF MY BEING SERIOUSLY INJURED OR HURT, MY BEING PARALYZED OR KILLED.
3. I know that these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the event(s), the rules of the event(s), the condition and layout of the premises and equipment, and/or the **NEGLIGENCE** of others, including those persons responsible for conducting the event(s).
4. I HEREBY ASSUME ALL SUCH RISKS, EVEN IF THE RISKS ARE CREATED BY THE **NEGLIGENCE** of the promoters, participants, racing associations, sanctioning organizations, or any of its subdivisions, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any restricted areas, promoters, sponsors, advertisers, owners, and lessees of premises used to conduct the events, premises or event inspectors, surveyors, underwriters, consultants, and any other person or entity who gives recommendations, directions, or instructions, or engages in risk evaluation, loss control activities or sales regarding the premises or events, and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, all for the purposes herein referred to as "Releasees."
5. I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE, ALL OF THE RELEASEES FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin, for any and all loss or damage and any claim or any demand on account of any injury to me including, but not limited to, my death, whether caused by the **NEGLIGENCE** of the Releasees or otherwise.

**I HAVE READ THE ABOVE ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY,
UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY.**

I HAVE READ THIS RELEASE

SIGNATURE OF MINOR PARTICIPANT

DATE

PRINTED NAME OF MINOR PARTICIPANT

AGE

I HAVE READ THIS RELEASE

WITNESS

PRINTED NAME OF WITNESS

BOUNCE! TRAMPOLINE SPORTS

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Bounce Hudson Valley, LLC (d/b/a Bounce! Trampoline Sports), BTS Franchises LLC, BTS Brands LLC their agents, owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (herein after collectively referred to as "BTS"), I hereby agree to release, indemnify, and discharge BTS, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in a BTS trampoline game or activities entails known and unanticipated risks that 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 risks include, among other things: BTS trampolines entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Trampolines expose its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants often fall off equipment, sprain or break wrists, ankles and legs, and can suffer more serious injuries as well. Traveling to and from trampoline locations raises the possibility of any manner of transportation accidents. Participants often fall on each other resulting in broken bones and other serious injuries. Double bouncing, more than one person per trampoline, can create a rebound effect causing serious injury. Flipping and running and bouncing off the walls is dangerous and can cause serious injury and must be done at the participants own risk. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

Furthermore, BTS employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's health or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. 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.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless BTS from any and all claims, demands, or causes of action, which are in any way connected with my participation in BTS activities or my use of BTS's equipment or facilities including any such claims which allege negligent acts or omissions of BTS.
4. Should BTS 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.
5. 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.
6. In the event that I file a lawsuit against BTS, I agree to do so solely in the state of New York, and I further agree that the substantive law of New York 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.

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 BTS 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. ONLY ONE PARTICIPANT IS ALLOWED PER WAIVER.

I further grant BTS the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/wards' name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation. I would like to receive free email promotions and discounts to the email address provided above. I may unsubscribe to emails from Bounce! Trampoline Sports at any time.

***PLEASE NOTE WE RESERVE THE RIGHT TO REVIEW YOUR DRIVER'S LICENSE AND/OR OTHER FORMS OF IDENTIFICATION IN ORDER TO VERIFY IDENTITY AND YOUR DATE OF BIRTH / AGE.**

SIGNATURE OF PARTICIPANT AND/OR PARENT or GUARDIAN

*** SECTION REQUIRED FOR ALL PARTICIPANTS and the PARENT or GUARDIAN OF A MINOR CHILD (YOU CANNOT SIGN FOR A FRIEND OR SOMEONE ELSE'S CHILD!). You must be 18 years of age or older to sign this document. ALL INFORMATION BELOW IS REQUIRED!**

Parent or Guardian Info: Full Name	Today's Date:
Email Address	Date of Birth:
Home Phone	Cell Phone
Driver's License Number and State:	Zip Code
Street Address	

NAME(S) AND DATE(S) OF BIRTH FOR ALL CHILDREN UNDER 18 FOLLOWS:
*SECTION IS REQUIRED IF YOU ARE RELEASING THE LIABILITY FOR CHILDREN UNDER 18

PARENT'S OR GUARDIAN'S ADDITIONAL AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION OF RISK - (Below must be completed for participants under the age of 18)

In consideration of the Minor Child (children) detailed below being permitted by BTS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless BTS 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. I further certify that I am the parent or legal guardian of the minor on this agreement.

(REMINDER: YOU CANNOT SIGN FOR A FRIEND OR SOMEONE ELSE'S CHILD!)

Names of Minor Children	Date of Birth	Minor's Relationship

SIGNATURE OF PARENT OR GUARDIAN COMPLETING THIS FORM	NAME
--	------

RELEASE OF LIABILITY, WAIVER, AND ASSUMPTION OF RISKS

The undersigned individual desires to learn and/or continue to improve in the sport of rock climbing by training at premises owned and/or operated by the Cliffs* (collectively and/or individually, the "Cliffs", "Facilities", "Cliffs and Facilities"). In consideration for the Cliffs permitting me to use the premises including the climbing walls, bouldering walls, slacklines, ropes courses, and fitness facilities located indoors or outdoors (the "Climbing Wall"), as well as, participation in outdoor trips, I have agreed to execute this Release of Liability and Assumption of Risks (the "Release").

I hereby acknowledge and accept and agree THAT THE SPORT OF ROCK CLIMBING AND TRAINING ON THE CLIMBING WALL(S) AND/OR OTHER RELATED ACTIVITIES AT OR ORGANIZED BY THE CLIFFS INVOLVE INHERENT RISKS. I received full information regarding the use of the Facilities and had the opportunity to ask any questions that I wished. Further, I have had the opportunity to examine the Facilities and have full knowledge of the nature and extent of all the risks associated with rock climbing and the use of the Facilities including, but not limited to:

- a. All manner of injury resulting from my falling off or from the Climbing Wall and hitting the floor, wall, wall faces and/or holding covers, people or rope projections, whether permanently or temporarily in place;
- b. Rope abrasion, entanglement and other injuries resulting from activities on or near the Climbing Wall, including, but not limited to, climbing, belaying, rappelling, lowering on ropes, rescue systems, and any other rope techniques;
- c. Injuries resulting from the actions or omissions of others including, but not limited to, falling climbers or dropped items, such as, but not limited to, ropes, climbing hardware, wall parts, broken or loose holds, or personal effects;
- d. Cuts and abrasions resulting from skin contact with the Climbing Wall or any other surface;
- e. Failure or misuse of ropes, slings, harnesses, climbing holds, anchor points, or any part of the Climbing Wall;
- f. Failure to follow the Cliffs' employee's instructions or failure to ask for information or assistance;
- g. Failure to use the Climbing Wall without proper certification when necessary;
- h. Dangers and injuries that may exist due to inclement weather.

I further acknowledge that the above list is not a comprehensive recitation of all possible risks associated with the use of the Facilities and I agree that such list in no way limits the extent or reach of this Release of Liability Waiver and Assumption of Risks form. If, while using the Facilities, I see or hear anything that I feel is questionable or dangerous, it is my responsibility to inform a Cliffs' employee and follow appropriate procedures and instructions thereby given.

I expressly agree and hereby promise to accept and assume all the risks associated with the sport of rock climbing and training at the Facilities, both known and unknown. My participation in this activity is purely voluntary: I elect to participate in these activities in spite of the risks.

I hereby acknowledge that the Cliffs provide orientation and/or instruction before use of the Facilities to all visitors. The Cliffs also provide users with the option to inspect the premises and related equipment before choosing to use them. For advanced usage of the Facilities, including, but not limited to belaying and lead climbing, individuals must pass a certification test. I understand that if I need additional assistance, orientation, instruction, training or assessment during my participation at the Facilities at any future time that it is my responsibility to seek such assistance, orientation, instruction, training or assessment from The Cliffs' staff prior to participating in any activity for which I am not trained or qualified. Gear provided by the Cliffs, if any, is intended to protect individuals from harm or negligence that may result from, but is not limited to, use of the Facilities. I agree that I have a duty to inspect and exercise good judgment and act in a responsible manner while using the Facilities or participating in any other related activity and/or outdoor trips, and to obey all oral and written instructions and warnings prior to or during use. I agree that I have a duty to refrain from using the Facilities or participating in any other related activity and/or outdoor trips when under the influence of drugs and/or alcohol. I further agree that I am responsible for paying the appropriate rate in exchange for the use and training at the Facilities. My signature below indicates that the Cliffs' staff has presented this information to me and I fully understand this information.

I, on behalf of myself, my spouse, children, heirs, administrators and assigns, also agree to release and discharge the Cliffs and all and each of the Cliffs' employees, agents and representatives, as well as all other persons, corporations, or other entities that might have any liability to me (the "Released Parties"), from and against any and all damages, actions, claims and liabilities, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, relating to or arising from any activity, occurrence, or event involving the Cliffs or caused by the passive or active negligence of the Released Parties. This Release is intended to release and discharge the Released Parties from all damages, actions, claims and liabilities of any nature, specifically including, but not limited to, damages, actions, claims and liabilities arising from or related to the negligence of the Released Parties. I further agree to indemnify, hold harmless, and defend the Cliffs from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by the Cliffs as a result of my using Facilities or participating in any activity sponsored by or involving the Cliffs.

The duration of this agreement shall continue until it is cancelled or modified by written agreement. The laws of the State of New York shall govern the rights and obligations of the parties to this Release and the interpretation, construction, and enforceability thereof. I agree that any lawsuit brought against any Released Parties shall be brought solely in the New York State Supreme Court. The Cliffs reserves the right to use any photograph taken at The Facilities, during a course, a birthday party or private group, or during a mountaineering expedition, in the Cliffs' promotional materials, brochures, and website.

I HEREBY VOLUNTARILY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR LITIGATION INVOLVING ANY RELEASED PARTY.

THIS RELEASE IS A BINDING LEGAL CONTRACT. PLEASE READ IT CAREFULLY BEFORE SIGNING.
Please print all of the required information legibly

Today's Date _____ Participant name (please print) _____

Date of Birth _____ Street Address _____

City State Zip Code _____ Home Telephone Number _____

Work Telephone Number _____ Email Address (optional) _____

Signature of Participant _____

TO BE SIGNED IF PARTICIPANT IS A MINOR

I represent that I am the parent or legal guardian of the above named individual and hereby consent to the individual using the Facilities and participating in other activities sponsored by The Cliffs. In consideration for The Cliffs allowing the above named individual to use the Facilities and participate in the other activities, I agree, personally and on behalf of the individual, to be bound by the terms and conditions of this Release. I further agree to indemnify, hold harmless and defend The Cliffs from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by The Cliffs as a result of the above named individual using the Facilities or participating in any other activity involving The Cliffs.

THIS RELEASE IS A BINDING LEGAL CONTRACT, PLEASE READ IT CAREFULLY BEFORE SIGNING.
Please print all of the required information legibly

Date _____ Printed name of Parent or Court-Appointed Legal Guardian _____

Home Telephone Number _____ Work / Cell Telephone Number _____

Signature of Parent or Court-Appointed Legal Guardian _____

*The Cliffs Climbing and Fitness facilities and/or its subsidiaries include MG Wolfert, Inc. d/b/a The Cliffs at Valhalla, Dumbo Boulders, LLC d/b/a Dumbo Boulders powered by The Cliffs, The Cliffs at Long Island City, LLC, and any other such venues owned and/or operated by The Cliffs.

