

WAIVER, RELEASE, AND HOLD HARMLESS AGREEMENT

YOU SHOULD READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF CERTAIN LIABILITIES AND A WAIVER OF CERTAIN IMPORTANT AND SUBSTANTIAL LEGAL RIGHTS.

BY SIGNING THIS AGREEMENT, YOU ARE WAIVING YOUR RIGHT TO SUE EACH OF ROWDY BEAR, LLC, MOUNTAIN COASTERS COMPANY, AND/OR ROWDY BEAR AMUSEMENT PARKS, their affiliated organizations and companies, and each of their respective insurance carriers, agents, employees, representatives, assignees, members, managers, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") FOR ITS NEGLIGENCE AND RELEASING THE RELEASED PARTY FROM LIABILITY FOR ITS NEGLIGENCE ASSOCIATED WITH YOUR PARTICIPATION IN THE ACTIVITIES ON THESE PREMISES.

The undersigned (hereafter, "PARTICIPANT") desires to participate in one or more of the following: ALPINE MOUNTAIN COASTER, MOUNTAIN GLIDER, SNOW TUBING HILL, SNOW PLAY AREA, OUTDOOR CLIMBING WALL, OUTDOOR TUBING HILL, OUTDOOR KIDDIE TUBING HILL, LASER GUN COASTER, POWER COASTER, ADVENTURE CLIMB AND PLAY, and AXE THROWING (one or all of the foregoing being the "ACTIVITY"). PARTICIPANT states that PARTICIPANT'S choice to participate in the ACTIVITY is knowing, voluntary, and made for the personal enjoyment of PARTICIPANT.

THE PARTICIPANT ACKNOWLEDGES THAT THE ACTIVITY IS HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH. The Participant acknowledges the Activity involves physical exertion and that falls, injuries, and death may result from engaging in the ACTIVITY. The PARTICIPANT agrees and understands that risks include, but are not limited to: use of equipment and ropes, equipment failure, improper use of equipment, slipping, falling, varied surfaces on the climbing wall, natural and manmade hazards, surface and environmental conditions, changing weather conditions, uneven and/or slippery ground or track conditions; varying slopes and surface conditions; variations in terrain; bumps, collisions with natural and manmade objects, paralysis, broken bones, torn ligaments, cuts, sprains, the condition of the PARTICIPANT, dehydration, and high elevation. PARTICIPANT understands and has considered the risks involved, and voluntarily and freely chooses to assume these risks.

The PARTICIPANT represents that he or she has no known health or physical conditions that would be aggravated, impacted, or influenced by PARTICIPANT'S participation in the ACTIVITY. The PARTICIPANT represents that the PARTICIPANT is in good health and there are no special problems or needs associated with his/her care. The PARTICIPANT represents that the PARTICIPANT has had no recent injuries, and or surgeries.

PARTICIPANT understands and accepts this Agreement in consideration of being permitted to participate in the ACTIVITY, THE UNDERSIGNED hereby ASSUME ALL RISKS associated with the PARTICIPANT'S participation in the ACTIVITY.

PARTICIPANT does hereby RELEASE the RELEASED PARTY from any and all claims, damages, actions or causes of action on account of any and all loss or damages, whether for bodily injury, damage to property, or other loss or damage, whether known or unknown at the date of execution of this agreement, and consequential damages and present and future medical expenses, directly or indirectly arising from, resulting from, or related to (a) the negligence of the RELEASED PARTY and/or (b) the PARTICIPANT'S participation and involvement in the ACTIVITY. Notwithstanding the preceding or any other provision in this Agreement, this Agreement does not and is not intended to release any RELEASED PARTY from its gross negligence, reckless conduct, or its intentional wrongdoing associated with the PARTICIPANT'S participation and involvement in the ACTIVITY.

PARTICIPANT does further agree to HOLD HARMLESS, DEFEND AND INDEMNIFY the RELEASED PARTY FOR ANY AND ALL LIABILITY all claims, damages, actions or causes of action (including the RELEASED PARTY'S reasonable attorneys' fees) on account of any and all loss or damages, whether for bodily injury, damage to property, or other loss or damage, whether known or unknown at the date of execution of this agreement, and consequential damages and present and future medical expenses, directly or indirectly arising from, resulting from, or related to (a) the negligence of the RELEASED PARTY and/or (b) the PARTICIPANT'S participation and involvement in the ACTIVITY. Notwithstanding the preceding or any other provision in this Agreement, this provision does not and is not intended require indemnification for any gross negligence, reckless conduct, or intentional wrongdoing of RELEASED PARTY.

PARTICIPANT acknowledges that seat belts and or harnesses are required on the ALPINE COASTER, POWER COASTER, MOUNTAIN GLIDER, AND LASER GUN COASTER and PARTICIPANT agrees to wear a seat belt and harness at all times while participating in the ACTIVITY. PARTICIPANT understands and agrees that a seat belt and or Harness IS IN NO WAY A GUARANTEE OF SAFETY and that no seat belt and or Harness can protect the wearer against all foreseeable impacts to the head or body, and that the ACTIVITIES and other related activities can expose the user to forces that exceed the limits of protection provided by a seat belt and or Harness. THE

PLEASE PRINT

Last Name: _____

Date: _____ - _____ - _____
mm dd yy

Time: _____ : _____ ☐ a.m. ☐ p.m.

UNDERSIGNED also understand that a seat belt and or Harness does not guard against injury to the neck, spine or any other part of the body, and that these limitations are INHERENT RISKS of the ACTIVITY.

The PARTICIPANT agrees that ANY AND ALL CLAIMS for injury and/or death arising from the PARTICIPANT'S participation in the ACTIVITY shall be GOVERNED BY TENNESSEE LAW and EXCLUSIVE JURISDICTION AND VENUE of any claim shall be in the STATE COURTS SITUATED IN SEVIER COUNTY, TENNESSEE.

In the case of a minor PARTICIPANT, the undersigned parent or legal guardian ("RESPONSIBLE PARTY") acknowledges that he/she is also signing this Agreement on behalf of the minor PARTICIPANT and the RESPONSIBLE PARTY shall be bound by all the terms of this Agreement to the same extent if such RESPONSIBLE PARTY were the PARTICIPANT. Additionally, by signing this Agreement as the RESPONSIBLE PARTY of a minor PARTICIPANT, the RESPONSIBLE PARTY understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have, as this Agreement shall bind the minor PARTICIPANT as well as the RESPONSIBLE PARTY. The undersigned RESPONSIBLE PARTY agrees that but for the foregoing, the minor PARTICIPANT would not be permitted to participate in the ACTIVITY.

By signing this Agreement without a parent or guardian's signature, the PARTICIPANT represents that he/she is at least 18 years of age, or, **if signing as the RESPONSIBLE PARTY of the PARTICIPANT, you represent that you are the legal parent or guardian of the minor PARTICIPANT AND ACCEPT FULL RESPONSIBILITY.**

You may be photographed while on the premises. Your entry onto the premises constitutes your express consent to use your likeness in any and all media throughout the world.

This Agreement shall be binding to the fullest extent permitted by law. This Agreement is severable, and if any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

Waiver signature required for **EACH AND EVERY PARTICIPANT.**

Participants over 18 must sign their own name.

Under 18, a parent or legal guardian must sign for the child.

Date: _____ **Cashier's Initials:** _____

Participant's Parent/Legal Guardian or

FULL NAME Rider over 18

(Please Print Name) (Full Signature)

*1.	_____	*	_____
*2.	_____	*	_____
*3.	_____	*	_____
*4.	_____	*	_____
*5.	_____	*	_____
*6.	_____	*	_____
*7.	_____	*	_____
*8.	_____	*	_____

ONCE ALL PARTICIPANTS HAVE SIGNED THE LIABILITY WAIVER, PLEASE GIVE THIS FORM TO THE ROWDY BEAR CASHIER/ATTENDANT

AND THEY WILL APPLY A WRISTBAND TO THE ARM OF THE PARTICIPANTS.

Revised 5/21/2020