

City of Kingsport - Bays Mountain Park

PARTICIPATION WAIVER and RELEASE of LIABILITY

High Adventure Course

Please Check One: Hawks Nest _____ The Flying Squirrel _____ Both _____

Participant's Name: _____ Date of Birth: _____

Address: _____ Telephone: _____

Parent's Name and Address: _____

Emergency Contacts (2): _____

I, _____, request and authorize the City of Kingsport to allow me or my child, _____, to participate in activities on the High Adventure Course at Bays Mountain Park. I understand and agree that the City of Kingsport has no control over, or responsibility for me or my child while we/they are climbing on the High Adventure Course. I understand and agree that there are inherent risks involved in this activity which could result in serious injury to me or my child, or others, whether those activities occur at the City of Kingsport High Adventure Course or elsewhere. Inherent risks of participating in activities on a High Adventure Course include the potential, albeit generally low incidence; for stressful situations, fear, anxiety, slips, falls, rope burns, scrapes, sprains, lacerations, fractures, concussions, or other life threatening injuries. I acknowledge these risks, and any other known or unknown risks, and I agree to and do hereby assume for myself and for my child all risk of damage, injury, or loss to me, my child, my property or others as a result of or arising out of these activities at the High Adventure Course whether such damage, injury, or loss is caused by accident or the negligence of the City of Kingsport, its officers, directors, employees, or agents. I understand that High Adventure Course activities should only be performed by persons medically, psychologically and physically fit to do so, and I assume all responsibility for ensuring my child's ability to perform High Adventure Course activities through appropriate medical personnel. I agree that I and/or my child is responsible for following all rules, regulations and safety instructions given verbally or on the Bays Mountain Park High Adventure Course Rules Sheet, and I agree that I have read and reviewed these rules with my child. I agree to indemnify and hold harmless the City of Kingsport, Tennessee, City of Kingsport Bays Mountain Park, its officers, directors, employees, and agents and forever discharge and release the City of Kingsport, Tennessee, City of Kingsport Bays Mountain Park, its officers, directors, employees, and agents from any and all claims for loss, injury or damage resulting from my child utilizing and participating in climbing activities at the Bays Mountain Park High Adventure Course. I understand and agree that this release is a substantial consideration for the City of Kingsport's agreement to allow me and/or my child to participate in the High Ropes Course, and I waive any claims that this agreement is invalid or unenforceable for any reason. In the event that any litigation between the parties to declare or enforce any provision of this PARTICIPATION WAIVER AND RELEASE OF LIABILITY is instituted or becomes necessary, the prevailing party or parties shall be entitled to recover, in addition to any other recovery and costs, its reasonable attorney's fees incurred in such litigation, in both the trial and in all appellate courts. This PARTICIPATION WAIVER AND RELEASE OF LIABILITY will remain in full force and effect until expressly revoked in writing by the undersigned and delivered to the City of Kingsport Bays Mountain Park managing employee. No oral modifications of this authorization and release will be valid.

Adult / Parent Name: _____
(please print)

Adult / Parent Signature: _____ DATE: _____

X _____

Witness: _____ DATE: _____

Office Use Only:

Helmet # _____
Harness # _____