

**PARTICIPANT AGREEMENT, RELEASE OF LIABILITY, AND
ASSUMPTION OF RISK AGREEMENT
FOR
IJAMS NATURE CENTER, INC.'S ROCK CLIMBING**

In consideration of the recreational services provided by Ijams Nature Center, Inc. and its agents, owners, officers, volunteers, participants, employees, and all other entities acting in any capacity on its behalf, I hereby agree to release, forever discharge, and indemnify Ijams Nature Center, Inc. and the City of Knoxville, on behalf of myself and my spouse, children, parents, heirs, assigns, personal representative(s), and estate as follows.

1. I acknowledge that my participation in any rock climbing activity is a strenuous physical activity that 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. The risks include, among other things: walking on uneven terrain; being struck by rockfall, tree fall, or other objects dislodged or thrown from above; exposure to the potential for slips and falls; falling from great heights; rope burns; pinches; the use of safety ropes and equipment, including equipment failure; the risks of falling while climbing; scrapes, twists, and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even severe life-threatening hazards; strains, sprains, cuts, bruises, muscle soreness, and fractures; musculoskeletal injuries including head, neck, and back; injuries to internal organs; the risks of exposure to poison ivy, insect bites, bee stings, or other injuries inflicted by animals, insects, or plants; the risks of exposure to forces of nature; the negligence of other people and the potential for human error, by guides or others, that may cause any safety system to fail; my own physical condition and the physical exertion associated with this activity; injury resulting from loss of control and/or collisions with other participants, trees, rocks, and other obstacles, whether obvious or not obvious; and the risk of emotional and psychological injuries or physical damage associated with this activity. I also acknowledge that my participation in any rock climbing activity may be unsupervised, and, therefore, immediate aid or assistance may not be available in the event of an injury, death, or other emergency. I expressly assume the risk of said injuries or death and agree to release and hold harmless Ijams Nature Center, Inc. and the City of Knoxville, and their employees, officers, agents, assigns, owners, and volunteers (collectively referred to as the "Ijams" and the "City," respectively) from any and all liability and responsibility arising from the same.

2. I agree that any expenses related to bodily injury, death, or loss of or damage to personal property are my, or my estate's, sole responsibility.

3. I certify that I have adequate insurance to cover any injury, death, or damage I may cause or suffer while participating in this activity, or else I agree to bear all costs of such injury, death, or damage myself. I further certify that I have no medical or physical conditions that could interfere in any way with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

4. I understand and acknowledge that Ijams and the City do not guarantee the safety of any personal or real property to be used in rock climbing activities and that property being used might malfunction. I further understand and acknowledge that Ijams and the City do not warrant that the Crag or any other property used for rock climbing is suitable for any particular purpose.

5. I represent that I will follow all applicable safety rules and procedures during this activity.

6. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Ijams and the City from any and all claims, demands, or causes of action that are in any way connected with my participation in this activity or my use of Ijams's and/or the City's property, equipment, and/or facilities, including, without limitation, for personal injuries, death, loss of income, property damages, or any and all

damages to me and my family, estate, heirs, or assigns that may occur as a result of my participation in rock climbing and all other related outdoor activities, or as a result of the negligence of any party, including Ijams or the City, whether through negligent acts or omission.

7. I further agree not to sue, claim against, attach the property of, or prosecute Ijams or the City for any injury or death caused by or resulting from my participation in rock climbing activities, whether or not such injury or death was caused by or resulting from negligence or any other cause.

8. Having considered all the above, I expressly agree and promise to accept and assume all of the risk existing in this activity, whether foreseen or unforeseen, that may befall me. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

9. I am an adult of lawful age in the State of Tennessee and I am legally competent to sign this liability release and assumption of risk. I understand the terms herein are contractual and not a mere recital and that I have signed this Agreement of my own free act and with the knowledge that I am waiving my legal rights.

10. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement and the remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I acknowledge that if anyone is hurt or killed or if 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 Ijams and/or the City on the basis of any claim from which I have released them herein, including their negligence or the negligence of their employees and agents.

I hereby represent that I have carefully read and understand the contents of this document and sign the same of my own free will.

Name (please print): _____

Signature: _____ **Date:** _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for any participant under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by Ijams to participate in its activities and to use its property, equipment, and facilities, I further agree to indemnify and hold harmless Ijams and the City from any and all claims that are brought by, or on behalf of Minor, and that are in any way connected with such use of said property, equipment, and facilities or the participation in activities by Minor.

I hereby represent that I have carefully read and understand the contents of this document and sign the same of my own free will.

Name (please print): _____

Signature: _____ **Date:** _____