

## PEAK POTENTIAL, INC. RELEASE FORM

Peak Potential, Inc., through the organization, its officers, trustees, and members, is dedicated to the establishment and management of a structured rock climbing program as a means of developing self-confidence, cooperation, and trust in children with physical and cognitive handicaps. Peak Potential, Inc. is operated exclusively as a charitable organization within the meaning of §501(c)(3) of the Internal Revenue Code and has been registered with the New Jersey Charitable Registration Office.

There are three requirements which must be acknowledged in writing before any child may commence any physical activity coordinated by or related to the Peak Potential program.

1. Any child must be accompanied by a parent or guardian at all times during his/her participation in the program.
2. A parent or legal guardian must sign the Peak Potential, Inc. waiver form prior to the child's participation in the Peak Potential, Inc. program.
3. The parent/legal guardian must notify Peak Potential, Inc. of any potential health problems. A health questionnaire must be completed in full before participation in any activity.

### Assumption of Risk and Responsibility and Release of Liability

There are significant elements of risk in any adventure, sport or activity associated with the recreational and educational uses of "rock gym", climbing wall, bouldering area, the outdoors, wilderness, and equipment (referred to herein as "activities"). Although Peak Potential, Inc. has taken reasonable steps to provide \_\_\_\_\_ (name of participant) with appropriate equipment and skilled instructors, these activities are not without risk. The same elements that contribute to the unique character of the activities can be causes of loss or damage to your equipment, or accidental injury, but Peak Potential, Inc. believes it is important for you to know in advance what to expect and to be informed of the inherent risks.

### Express Assumption of Risk and Responsibility

In recognition of the inherent risks of the activity which I and any minor children for which I am responsible, engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and/or using equipment. I/We participate willingly and voluntarily and I assume full responsibility for personal injury, accidents or illness (including death), and any related expenses. I also assume responsibility for damage to or loss of my/our personal property. I also assume risk for accidents or injury caused by the negligence of the instructor whether such negligence is comparative or contributory. I assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia),

exposure and/or altitude sickness; head, neck and/or spinal injuries; insect bite or allergic reaction; shock, paralysis, and/or death.

Covenant of Good Faith

I recognize that Peak Potential, Inc. will operate under a covenant of good faith and fair dealing, but that Peak Potential, Inc. may find it necessary to refuse or terminate the participation of any person Peak Potential, Inc. judges to be incapable of meeting the rigors or requirements of participation in the activity. I accept Peak Potential, Inc.'s right to take such actions for the safety of myself and/or other participants.

Authorization

I hereby authorize any medical treatment deemed necessary for \_\_\_\_\_ (name of participant) in the event of any injury or illness while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be uncured on the participant's behalf. I agree that any film or photographs of me/us, as participants, become the property of Peak Potential, Inc. and may be used for promotional or commercial purposes.

Release

In consideration of services or property provided, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns do hereby release:

Peak Potential, Inc.

Its principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property and activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence).

I have read and understand the foregoing acknowledgment of risk, assumption of risk and responsibility, and release of liability.

I understand that by signing this form I may be waiving valuable legal rights.

Participant's Name (printed): \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Today's Date: \_\_\_\_\_

In an emergency notify: \_\_\_\_\_ phone: \_\_\_\_\_

If the participant is under 18, the parent or legal guardian must also sign:

Parent's Name (printed): \_\_\_\_\_

Parent's Signature: \_\_\_\_\_