

# RELEASE OF LIABILITY/LIABILITY WAIVER

## ➤ SECTION 1 – PARTICIPANT INFORMATION

Full Legal Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Phone #: \_\_\_\_\_

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

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

Emergency Contact Name: \_\_\_\_\_

Parent or Guardian Name and Relationship to Participant: \_\_\_\_\_

Emergency Contact Phone #: \_\_\_\_\_

## ➤ SECTION 2 – ACKNOWLEDGEMENT & ASSUMPTION OF RISK

I, the undersigned adult participant (“**Participant**”) or parent/legal guardian of a minor participant (“**Minor Participant**”), acknowledge and voluntarily assume all risks associated with participating in outdoor adventure activities provided by **Thrive SMP, LLC**, a Georgia limited liability company (“**Thrive**”), and that these activities require physical exercise.

The activities covered under this waiver include, but are not limited to:

- Zip lining, Ropes course, Rock climbing, Kayaking, Paddle Boarding, Canoeing, and other activities at the Adventure Outpost.

### **RISKS INVOLVED:**

I acknowledge and accept that participating in the above activities involves certain inherent risks, including but not limited to:

- Physically and emotionally challenging
- Falling from heights
- Equipment failure or misuse
- Collisions with objects or other participants
- Exposure to extreme weather conditions (high winds, lightning, rapid weather changes)
- Exposure to natural hazards such as uneven terrain, insects, and wildlife
- Drowning or exposure to strong currents (for water-based activities)
- Exposure to risk of accident, injury, and even death
- Damage to personal property and/or mental distress
- Physical exertion that may result in injury, including exacerbation of pre-existing medical conditions
- Exposure to communicable diseases, viruses, or illnesses
- Slips and falls
- Failing to act safely with ones own ability
- Other unforeseen risk beyond the control of Thrive

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- I understand and voluntarily assume all risks, known and unknown, associated with participation in the Activity.
- I acknowledge that Thrive does not provide medical evaluations and that it is my sole responsibility to determine whether I am medically fit to participate.
- I further acknowledge and agree that my participating in any Activity may be terminated immediately if any of the Thrive Parties believe, in their sole discretion that I am unable to safely complete the Activity for any reason or that I am under the influence of alcohol or drugs. By participating in the Activity and executing this Release of Liability, I represent that I am in good health and physical condition and do not suffer from any disability which would prevent my safe participation in the Activity.

### SECTION 3 – RELEASE, WAIVER OF LIABILITY, & INDEMNIFICATION

#### A. GENERAL RELEASE

In consideration of being permitted to participate in the Activity, I, **on behalf of myself, my heirs, executors, administrators, assigns, and personal representatives**, hereby irrevocably, unconditionally, forever release, waive, discharge, acquit, and hold harmless **Thrive SMP, LLC** its owners, Stone Mountain Memorial Association its owners, employees, agents, affiliates, insurers, venue owners, landowners, and any associated third parties (collectively, the "Released Parties") from any and all claims, demands, actions, or causes of action arising out of or related to participation in the Activity.

By signing, I acknowledge that this waiver includes, but is not limited to, injuries, death, or damages resulting from the negligence of the Released Parties, except in cases of gross negligence or willful misconduct.

#### B. MEDICAL CONDITION RESPONSIBILITY

By signing,

- I certify that I am in good health and do not suffer from any medical condition that would prevent my safe participation, including recent surgeries, heart conditions, back injuries, or other physical limitations.
- I certify that I am physically and mentally capable of participating in the Activity.
- I understand that Thrive assumes no responsibility for medical conditions that may arise or worsen due to my participation.
- I understand that under Georgia law (O.C.G.A. § 51-1-36), a parent or legal guardian may waive liability for a minor participant's recreational activities.

#### C. INDEMNIFICATION

I agree to indemnify (i.e., defend and pay any judgment and costs, including but not limited to attorneys' fees and related expenses) and hold harmless Thrive and all Released Parties from any claims, damages, or expenses (including attorney's fees) resulting from my actions or participation, including claims made by third parties due to my conduct.

- I acknowledge that I am responsible for my actions and will not hold Thrive or Stone Mountain Memorial Association liable for any consequences resulting from my participation.

### ➤ SECTION 4 – MEDICAL TREATMENT & EMERGENCIES

- I authorize Thrive SMP, LLC and its representatives to seek emergency medical care on my behalf if I am unable to do so.
- I understand and assume full financial responsibility for any medical treatment received as a result of participation.
- I release Thrive from any claims arising from medical care decisions made in good faith.

## **RELEASE OF LIABILITY/LIABILITY WAIVER**

### ➤ **SECTION 5 – BINDING ARBITRATION & GOVERNING LAW (GEORGIA LAW)**

- I agree that any dispute arising from this Agreement shall be resolved through binding arbitration in the State of Georgia under the rules of the American Arbitration Association (AAA).
- I waive my right to a jury trial or to bring a lawsuit in any court, except as permitted under Georgia law.
- I acknowledge that this Agreement is governed by the laws of the State of Georgia.

### ➤ **SECTION 7 – ACKNOWLEDGEMENT & SIGNATURE**

**I AM AWARE THAT THE ACTIVITY MAY BE DANGEROUS AND THAT I COULD SUSTAIN SERIOUS INJURY, DEATH, OR EXPOSURE TO A COMMUNICABLE DISEASE, VIRUS, BACTERIA OR ILLNESS. I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE THAT THIS PROVISION CONCERNS A SUBSTANTIAL RIGHT. I FURTHER AGREE TO ASSUME ANY AND ALL RISKS OF ACCIDENT, BODILY INJURY, DEATH, EXPOSURE TO A COMMUNICABLE DISEASE, VIRUS, BACTERIA OR ILLNESS OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN, AND EVEN IF ARISING FROM THE NEGLIGENCE OF THOSE PERSONS RELEASED FROM LIABILITY ABOVE, WITH THE EXCEPTION OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.**

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE CONNENTS OF THIS AGREEMENT. I AM SIGNING VOLUNTARILY AND UNDERSTAND AND AWARE THAT THE TERMS OF THE AGREEMENT ARE CONTRACTUAL AND THAT THIS IS A LEGALLY BINDING DOCUMENT.**

**I UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING MY RIGHT TO SUE FOR NEGLIGENCE.**

**I UNDERSTAND THAT THIS AGREEMENT IS BINDING UPON ME, MY HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES.**

**Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**Printed Name: \_\_\_\_\_**

**Parent/Guardian Signature (if under 18): \_\_\_\_\_**

**Printed Name: \_\_\_\_\_**