



Lakepoint Station

****THIS IS A CONTRACT - READ BEFORE SIGNING****

In consideration of being permitted by Lakepoint Station to participate in its Clip 'n Climb activities facilitated by Lakepoint Station, and use its equipment and facilities, now and in the future, I hereby release, indemnify and discharge

Lakepoint Station, it's agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, manufacturers, subsidiaries, independent contractors, insurers, facility operators, land and/or premise owners, and any and all other persons and entities acting in any capacity on its behalf (collectively Lakepoint Station). I, on behalf of myself, and/or my minor child(ren)/ward(s), my spouse, legal partner, my parents, my guardian, heirs, assigns, personal representatives and estate, and all other entities who could in any way represent me or act on my behalf, hereby do agree to forever release, indemnify, and discharge Lakepoint Station as follows:

1- I acknowledge that my participation in Lakepoint Station activities entail known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. In any event, if I or my child(ren)/ward(s) is injured, I or my child(ren)/ward(s) may require medical assistance, at my own expense. Furthermore, Lakepoint Station employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness level or abilities. They may give incomplete warnings or instructions, and the equipment being used might become loose, out of adjustment, or malfunction. There is also a risk that Lakepoint Station employees may be negligent in, among other things, monitoring and supervising use of its equipment and facilities and in the maintenance and repair of its equipment and facilities.

2- I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is strictly voluntary and I elect to participate in spite of the risks.

3 - I hereby expressly and voluntarily release, demise, acquit, satisfy and forever discharge, Lakepoint Station and agree to hold harmless of and from all manner of action and actions or omission(s), cause and cause of action variances, trespasses, damages, judgment's, executions, claims, and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by Lakepoint Station, whether the action arises out of any damage, loss, personal injury, or death to me or my child(ren)/ward(s), while participating in any of the ACTIVITIES. This Release of Liability is effective, and valid regardless of whether the damage, loss, or death is a result of any act or omission on the part of Lakepoint Station.

4 - I hereby agree to indemnify and hold harmless from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred, and/or suffered by Lakepoint Station, including, but not limited to, any and all attorney's fees, costs, damages, and/or judgments Lakepoint Station incurs in the event that I or my minor child(ren)/ward(s) cause any damage and/or harm to Lakepoint Station and/or any and all other persons and entities acting in any capacity on behalf of Lakepoint Station.

5 - I promise to indemnify Lakepoint Station for any attorney's fees and/or cost incurred to enforce this agreement, including all costs associated with any collection efforts. Further, should any debt or judgment accrue in favor or Lakepoint Station, pre-judgment and post-judgment interest shall accrue Theron at a rate of 18% per annum.

6 - By entering Lakepoint Station and participating in the ACTIVITIES, I hereby grant Lakepoint Station on behalf of myself and my child(ren)/ward(s), the irrevocable rights to photograph and/or record me or my child(ren)/ward(s) in connection with Lakepoint Station and to use the photograph and/or recording for all purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restraint, without restriction

as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind.

7 - I certify that I and/or my child(ren)/ward(s) have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I have.

8 - I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child(ren)/ward(s) visit Lakepoint Station, whether at the current location or any other location or facility.

9 - In the even a lawsuit is filed against Lakepoint Station, I agree to the sole and exclusive venue of Bartow County, I further agree that the substantive law of Georgia shall apply without regard to any conflict of law rules. I also agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. Any controversy between the parties hereto involving any claim arising out of, or relating to a breach of this agreement shall be submitted to and be settled by final and binding arbitration in Bartow County, Georgia, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

By signing this document, I understand that I may be found in a court of law to have forever waived me and my child(ren)/ward(s) right to maintain any action against Lakepoint Station on the basis of any claim from which I have released Lakepoint Station and any released party herein. I have had reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.

ENTER NON-MINOR OR PARENT/LEGAL GUARDIAN'S INFORMATION BELOW:

Adult's First Name _____ Adult's Last Name _____

Phone _____ Adult's Birth Date _____ Email _____

Driver's License Number or Last 4 Digits of Social Security Number _____

Signature _____ Today's Date _____

ENTER FULL NAME AND BIRTHDATE OF MINORS UNDER THE AGE OF 19 BELOW:

First Name #1 _____ Last Name #1 _____ Birth Date _____

First Name #2 _____ Last Name #2 _____ Birth Date _____

First Name #3 _____ Last Name #3 _____ Birth Date _____

First Name #4 _____ Last Name #4 _____ Birth Date _____

WE RESERVE THE RIGHT TO REVIEW YOUR LICENSE AND/OR OTHER FORMS OF I.D. TO VERIFY IDENTITY AND AGE.