

UNGER MOUNTAIN @ MSD
364 E ST RD 124 WABASH, IN 46992

PARTICIPANT AGREEMENT, MEDICAL RELEASE and RELEASE OF LIABILITY

Participant Name _____ (please print)

Parent/Guardian Name (if Minor) _____ (please print)

Initial below to indicate that you have read, understand, and agree to the section following your initials. *Parent/Guardian/Legal Representative should initial on behalf of participating Minor after discussing each section with them, indicating that both the Minor and Parent/Guardian/Legal Representative agree to each section.*

_____ **I state that I am not now under the influence of any controlled substance (including alcohol), and that I will not be under the influence of any such substances when present at any activity sites or while participating on the climbing tower or quick jump.** I realize that participating on the climbing tower or quick jump while under the influence of a controlled substance would endanger others and myself. I further state that I shall not bring any controlled substance onto any activity site.

_____ **I am aware that I might be photographed and/or videotaped during my participation,** and authorize such photographs/videotapes to be used by Unger Mountain @ MSD in training and/or promotional materials at any point in the future. I understand that my name will not be used and/or published in any way unless given approval, and that I will not receive compensation for the use of such photographs and/or videotapes.

_____ **I give my consent to Unger Mountain @ MSD employees and emergency personnel to treat me if they deem it to be medically necessary.** I authorize Unger Mountain @ MSD employees and subcontractors to secure such medical advice and services as they feel necessary for my health and well-being. I give permission for emergency anesthesia and/or surgery that might be necessary due to an illness or injury occurring during my participation.

_____ **I agree to accept financial responsibility for any medical expenses and/or loss of income** not covered by my insurance policy that results from my participation in, or use of, the climbing structure and jump activities.

_____ **I understand that the climbing tower and quick jump activities are, by their nature, physically and emotionally demanding,** and that participating in these activities may involve risks such as walking, bending, twisting, pulling, lifting, running, jumping, climbing, swinging, increase heart or breath rates and/or physical contact with others.

_____ **I understand that although Unger Mountain @ MSD staff will make every reasonable effort to minimize exposure to known risks, not all dangers and hazards can be prevented** (i.e. cuts, bruises, scrapes, fractures, dislocations, fatalities, etc.)

_____ **I understand that my participation is voluntary and that I have the right and the responsibility to limit my participation in any activity that I believe will compromise my safety,** and agree to notify an Unger Mountain @ MSD employee if I have safety concerns. I understand that Unger Mountain @ MSD practices the "Choose Your Challenge" philosophy. This means, if I choose to physically participate in any of the activities, I voluntarily assume all risks associated with such participation.

_____ **I understand that Unger Mountain @ MSD staff has the right to deny my participation** and that it is my responsibility as a Participant to follow the instructions, guidelines and procedures established by the Facilitator(s)/Trainer(s). If, at any time, I do not understand or have not heard specific given by the Facilitator(s)/Trainer(s), I realize that it is my responsibility to ask for clarification and/or assistance before any participation.

_____ **I understand and assume all dangers and risks (both known and unknown) associated with my presence at any activity sites or participation in, or use of the climbing tower or quick jump activities, and wait, release and discharge Unger Mountain @ MSD and their agents, officers, and employees from all any and all claims or causes of action arising from such presence or participation.** I do hereby release Unger Mountain @ MSD and its agent, officers, and employees from any and all liability even if arising from the negligence of the releases. I do hereby agree to indemnify and hold harmless Unger Mountain @ MSD and its agents, officers, and employees for any accidents, injury, loss or damage of property, and from any legal fees that I may ever have as a direct or indirect result of said presence or participation. This release, indemnification, and waiver shall be constructed broadly to the maximum extent under applicable law.

_____ **My signature on this document is also intended to bind my representatives, administrators, successors, heirs, next of kin and assigns on my behalf.**

By signing below, I am agreeing that I have carefully read and agree to all of the sections initialed above. I am also verifying that the information listed on the Health History Form is complete and accurate to the best of my knowledge. (Please additionally complete the Health History Form prior to signing this document.)

Participant Signature (Minors must sign)

Date

Parent/Guardian/Legal Representative Signature
(Required if Participant is under 18 years of age)

Date