

**FLG X FL, LLC dba FLG X Adventure Course - Tampa or FLG X Tampa
ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**



PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

Released Parties include **FLG X FL, LLC**, an Arizona limited liability company authorized to and doing business in Florida, its members, managers, directors, officers, promoters, advertisers, employees, agents, contractors, trustees, invitees, insurers, spectators, other participants, equipment suppliers, volunteers, parent, subsidiary or affiliate companies, licensees, partners, supervisors, agents, and representatives (the "Company" or FLG X) and Hernando County a political subdivision of the State of Florida and each of its departments and offices ("Hernando County"), (collectively "Released Parties").

Releasing Parties, "I," or "Me" include: the undersigned participant ("Participant") as well as participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant's behalf. **If the participant is under 18 years of age, a parent or guardian with legal responsibility of the minor participant must initial on behalf of the participant and sign below, giving permission for the minor to participate, and agreeing to all terms contained herein to the same extent as if the parent or guardian were the Participant.**

WHEREAS, The Company operates an adventure course ("Course") on real property owned by Hernando County, Florida and located at 6440 Cedar Lane, Brooksville, FL 34601 ("the Property"). The Course is a hazardous activity that presents physical and mental challenges, as well as inherent risks to participants. Inherent risks are risks that cannot be eliminated completely regardless of the care and precautions taken by FLG X and include, but are not limited to: 1) injurious contact or collision with people, terrain and/or obstacles; 2) equipment related hazards; 3) natural or weather-related hazards; 4) inadequate or negligent first aid and/or emergency measures; and/or 5) judgment and/or behavior-related problems.

NOW THEREFORE, In consideration of the above recitals and being permitted to participate in activities on the Property, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned for and on behalf of all Releasing Parties specifically agrees to each of the following:

PLEASE INITIAL IN THE BOX

Waiver of Liability /Assumption of Inherent Risks: I understand and acknowledge that each of the activities on the Property have inherent risk which may cause serious injuries or death. I, on behalf of all **Releasing Parties hereby forever waive, release, indemnify, hold harmless, discharge and covenant not to sue, FLG X and Hernando County from any and all actions, causes of action, damages, claims, taxes, demands or other liabilities, either in law or in equity, both known or unknown, and including personal injuries, death and/or any property damage (collectively, "Claims") which may have occurred or could be asserted as a result of or in connection with participating in the Course or any activity occurring in, on or around the Property together with the planning, use and clean-up occurring before and after such activity ("Activity").**

I hereby assert that I knowingly assume all of the inherent risks of the Activity and take full responsibility for any and all damages, liabilities, losses, or expenses that I may incur as a result of participating therein. I acknowledge that FLG X does not issue helmets which may have associated inherent risks such as getting caught in the nets. I understand that if I choose to bring my own helmet, I do so at my own risk.

I understand that it is my responsibility to consult with my personal physician prior to participating. If I believe or become aware of any unsafe or unreasonable risks, I agree to immediately stop participating and notify FLG X's appropriate personnel.

Indemnification Agreement: I hereby agree to hold harmless, defend and indemnify FLG X and Hernando County from and against: 1) Any and all claims made by Me or the Releasers defined herein arising from injury or loss due to my participation in any Activity; 2) Against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation in any Activity. This indemnity shall apply to and regardless of any Released Party's negligence, and shall survive the expiration or sooner termination of my participation in the Course.

Liability Limitation: I hereby voluntarily elect to limit any liability not otherwise released hereby to the Course Fee actually paid by me to FLG X in the unlikely event that FLG X and/or Hernando County is held liable for any injuries or damages sustained by me or any Releasing Party.

Representations and certifications. The undersigned, for all **Releasers** certify that: he/she is in good health and in proper physical and mental condition to safely participate in the Activities; he/she has no physical or mental condition that precludes him/her from safely participating in any Activity at the Property or would create a risk of danger to myself or others; and that he/she is not participating against medical advice; that his/her participation in the Activity is voluntary; that he/she has had the opportunity to inspect the Course equipment and facilities before any participation; that he/she agrees to follow all rules of the Company and all safety regulations related to the Activities; that if he/she observes any unusual, hazard or condition he/she will remove himself/herself from participation in the Activities and immediately bring the condition to the attention of the Company; and that he/she agrees to comply with all rules, directions, instructions and decisions of FLG X; and that every participant in any Activity or use of any personal property at FLG X is over the age of 18 years **or will not participate in the Course unless his/her parent or legal guardian signs this Agreement below.**

Health Care Surrogate: I represent and warrant that I am covered by **medical insurance**. In the event of an injury to me that renders me unconscious or incapable of making a medical decision, **I authorize FLG X to make emergency medical decisions and secure care** on my behalf (including, but not limited to CPR and AED). I agree to **assume all costs and indemnify FLG X** for any emergency medical care and transportation.

Fee Refunds: FLG X will generally operate rain or shine and will only close for weather conditions deemed severe by the Company. In the event that the Course is closed after a participant enters the Course, participants can receive a 'rain check' or fee refund provided they have completed two or less of the Course Circuits. Participants that have progressed through two (2) Course Circuits may be issued a rain check in the discretion of the Company but we do not offer any refunds. Rain checks are valid for 60 days from issue.

Alcohol & Drugs: I certify that I am not, and on the date of my participation in the Course will not be, under the influence of alcohol or any prescription or non-prescription drugs that would in any way impair my ability to safely participate in the Course. I further understand that the consumption of alcohol and the use of any illegal drugs or substances during my participation or while on the Property is strictly prohibited.

Photography: I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during my participation in the Course by FLG X, and/or the media become the sole property of FLG X. I grant the right, permission and authority to FLG X to use my name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities without compensation. I further understand that FLG X have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses. I understand that other participants and/or members of the public may take photographs, motion pictures, and/or recordings of me with their personal cameras during my participation in the Course, and I agree not to hold FLG X liable for the use of such photographs, motion pictures, and/or recordings.

Other Agreements: This Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida and if any portion is held to be invalid or unenforceable for any reason, then that provision shall be severed from this Agreement and the balance shall continue in full force and effect. This Release shall be governed by the laws of the State of Florida Jurisdiction and venue for all disputes arising under this Release shall lie in no Court other than state court in Hernando County, Florida. The Parties waive litigation in Federal Court. The parties agree that claims may not be consolidated litigated on a class action basis. This Release may not be amended or modified except by written agreement executed by the parties. This Release shall be effective from the date executed until terminated by the undersigned by written instrument delivered to Released Parties at 6440 Cedar Lane, Brooksville, FL 34601, via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid. No other form of communications (E-mail, Facebook, Twitter, Text) will be deemed Notice. The terms of this Release are contractual and not mere recitals.

I have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and image use permission and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue the Released Parties. I further acknowledge that I am freely and voluntarily signing the agreement and participating in the Course, and intend my signature to be a complete and unconditional release of all liability of FLG X and Hernando County to the greatest extent allowed by law.

DATE THIS _____ DAY OF _____, 20_____

Participant Printed Name _____	Participant Signature _____	Participant Phone _____	Harness # _____
Witness Printed Name _____	Witness Signature _____		Start Time: _____
Parent/Guardian Printed Name _____	Parent/Guardian Signature _____		

****By initialing here _____, I consent to the following individual, _____ accompanying my minor to the Course, and expressly consent to this individual making any and all decisions for my minor in connection with my minor's participation in the Course. Subject to the terms above, I hereby agree to release and to hold harmless, defend and indemnify FLG X and Hernando County with respect to any and all claims arising out of the actions taken by this individual.**