



## Old Mountain Outdoor Adventures, LLC

### PARTICIPANT AGREEMENT

#### (Including acknowledgment and assumption of risks, and agreements of release and indemnity)

Please read this Agreement carefully. It must be signed by all adult (18 years of age and older) visitors (Adult Visitor) to the adventure park of Old Mountain Outdoor Adventures, LLC, a Mississippi limited liability company (the park and the company being referred to below as "OMOA"). If the visitor is a minor (Minor Visitor), this Agreement must be signed by a parent or natural guardian of the minor (referred to in this Agreement as "Parent"), for himself or herself and, to the extent allowed by law, on behalf of the Minor Visitor. "Visitor" as used in this Participant Agreement ("Agreement") shall include both an Adult Visitor and the Parent of any minor visitor.

In consideration of the services of OMOA, I, an Adult Visitor or Parent of a minor visitor, acknowledge and agree as follows:

#### Activities

"Activities" of OMOA as used in this Agreement include all uses of the premises, facilities and equipment of OMOA. Activities include jumping, climbing, swinging and otherwise moving over and through a variety of obstacles designed for ages 2 years and older, at ground level and high in the trees, on cables and over nets. Activities include also a variety of outdoor games and recreation, supervised and not supervised, including laser tag, hiking and camping and otherwise moving about the premises of OMOA.

#### Participant Requirements

Visitors must be physically and emotionally capable of participating in the Activities of OMOA, without being a danger to themselves or others. They must be participating voluntarily and not under the influence of drugs, alcohol or medications of any kind. Participants in the Treetop Quest and Spider Quest events must weigh no more than 250 pounds and have a flat footed reach of at least 4'5". While on an obstacle course participants must wear a harness provided by OMOA, attached by a lanyard and carabineer to a continuous belay system. Parents of visitors 17 years of age or younger must remain reasonably available to the child while on the premises of the park. The Adult Visitor, or Parent, is responsible for determining his or her, or the Minor Visitor's, suitability for the Activities and must seek assistance from the OMOA staff if suitability is in doubt. A visitor who fails to follow instructions and rules of the park or is otherwise considered by OMOA staff to be a danger to themselves or others may be removed from the Activity at any time at the sole discretion of staff and without the refund of fees paid. A misrepresentation of a participant's weight, or of any other characteristic pertaining to safety, intentional or not, will cause the visitor to be a trespasser, and entitled only to the rights and privileges of a trespasser. In addition, in the event of such a misrepresentation, the Adult Visitor, or Parent, agrees to indemnify and protect OMOA from any claim of loss suffered or caused by him or her, and, if a Parent, suffered or caused by the Minor Visitor.

#### Risks

I, an Adult Visitor, am aware that participation in the Activities involves risks of harm to visitors and their property. These risks include slips and falls, uneven and sometimes difficult terrain, collisions with trees, platforms and other natural or man-made objects and other visitors, and the negligence of other visitors and OMOA staff, including the failure of staff to protect me, or the Minor Visitor, from unreasonable risks of harm. There will be times when visitors will not be supervised or even observed by OMOA staff members. The outdoor environment of the Activities will expose participants to the natural elements, including weather, falling timber, heat and cold, and possibly harmful plants, insects and animals, contact with which might cause injury, including allergic reactions. These risks are inherent in a visit to OMOA; that is, they cannot be eliminated without altering the nature of the visit.

#### Assumption of risks

I, an Adult visitor or Parent, understanding that the risks of OMOA Activities can cause serious damage to my property, serious personal injury and even death, acknowledge and assume ALL risks of a visit to OMOA, whether or not described above and inherent or not, and including the negligence of OMOA staff. If I am signing this Agreement on behalf of a Minor Visitor, I have explained the Activities and risks to that Minor Participant, who understands them and wishes to participate in the Activities nevertheless.

#### Release and Indemnity

I, an Adult Visitor or Parent of a Minor Visitor (as Parent, for myself and, to the extent allowed by applicable law, on behalf of the Minor Visitor), hereby agree to release and not to sue and to defend and indemnify (that is, to pay or reimburse damages and costs, including attorneys fees) Old Mountain Outdoor Adventures, LLC and Old Mountain Farms, LLC, and their respective owners, members, managers, officers, employees and agents (hereinafter each a "Released Party", or collectively "Released Parties") with respect to any claim related in any way to my or the Minor Visitor's being in, on or about the OMOA premises or using any OMOA facilities, services or equipment. These agreements of release and indemnity include claims of negligence of a Released Party, but not claims of gross negligence or intentionally wrongful conduct.

**Validity of Waiver**

I understand that if I institute or anyone institutes any suit, action of law, or arbitration proceeding because of injury to my person or property, or my death, this Agreement can and will be used as a defense in a court of law or arbitration. I agree that I have knowingly and voluntarily signed this Agreement and agree to its contents.

**Arbitration**

I hereby agree that any dispute arising out of the Activities shall be subject to binding arbitration. I understand that this constitutes a waiver of my right to a trial by jury. I specifically agree that any dispute regarding the making, existence, enforceability, scope or conscionability of this Agreement or any portion thereof shall be decided by the panel of three arbitrators in accordance with the procedures set out below. This Agreement to arbitration shall apply to any and all claims by the Vistor against OMOA, its members, managers, officers, successors, assigns, lessors and lessees.

**Arbitration Procedures:** The arbitration shall be administered by JAMS pursuant to its expedited procedures under its Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement, including Rules 16.1 and 16.2 of those Rules. All arbitrators shall serve as neutral, independent, and impartial arbitrators.

The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

**Other:**

- a) I understand that Visitors Rules will be posted prominently and must be observed by all visitors, adult and minor. If I am a Parent, I agree to discuss these rules with the Minor Visitor and will be responsible for the minor's observance of them.
- b) I agree that OMOA may take photos or other images of me or the Minor Visitor and use them in its publications and advertisements without payment to me or other consideration.
- c) OMOA may obtain or provide emergency hospitalization, surgical or other medical care for me or for the Minor Participant in case of emergency, and I will pay all costs related to such care, including transportation.

If any portion of this Agreement is found by a court or other appropriate authority to be invalid, the remainder of the Agreement nevertheless will be in full force and effect. This Agreement may not be amended except by written instrument signed by all parties.

**I have read the Participant Agreement above, and I agree to be bound by its terms.**

**ADULT:**

Visitor's Name (Printed): \_\_\_\_\_

Visitor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**MINOR:**

Minor Visitor's Name (Printed): \_\_\_\_\_

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

Parent/Guardian's Name (Printed): \_\_\_\_\_

Parent/Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian's Phone Number: \_\_\_\_\_ Zip Code: \_\_\_\_\_