

Acknowledgment and Assumption of Risks and Agreement of Indemnity

Activity: Challenge Course Program

Date of Program: _____

In consideration of Challenge Discovery Outdoor Adventures, Inc. (hereafter "Challenge Discovery") allowing me, or my minor (under eighteen years of age) child or ward, to participate in its activities, I, as the participant or as parent or guardian for my participating minor child or ward, agree as follows:

Although Challenge Discovery has taken reasonable steps to provide me or my child or ward with appropriate equipment and a skilled staff for the activity in which I, or my child or ward, will be participating, I acknowledge that the activity has certain risks, including risks which cannot be eliminated without destroying the unique character of the activity. The following describes some, but not all, of the Challenge Discovery activities and their risks:

I understand that Challenge Discovery activities include warm-ups, games and group initiatives which require moderate physical exertion, including high and low "challenge course elements" (a variety of structures over, through and on which I may be asked to walk, swing or climb, with or without the assistance of co-participants.) Certain of these elements may be as high as 40 feet off the ground and, while reasonable measures will be taken to prevent a fall or collision, accidents may occur.

The risks of adventure activities include abrasions, sprains, strains and other physical and emotional trauma caused by falls, collisions and close contact with other participants and fixed objects, fatigue, psychological stress, and in extreme cases, even death. Some participants experience an increased heart rate and other symptoms of anxiety and stress due to the physical exertion, reliance on other participants, and a fear of height, or of being unprotected or falling.

Equipment may fail or malfunction despite reasonable use and maintenance.

Decisions are made by instructors and co-participants based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgements.

I understand that I, or my participating child or ward, may choose to limit participation in any Challenge Discovery activity.

By signing below, I acknowledge the risks described above and any and all other risks of Challenge Discovery activities, whether or not described above, and assume such risks voluntarily and without coercion, having had an opportunity to seek further information about the activities and risks and to limit participation if I choose.

In addition, I agree to defend, protect and indemnify ("Indemnify" meaning protect by reimbursement or payment) Challenge Discovery, and any location on which it delivers its programs, its officers, directors, shareholders and staff from all claims and liabilities, including expenses, attorneys' fees and costs, brought by another course participant, a person attempting rescue or any other party, arising in whole or in part from my conduct, or the conduct of my child or ward, while engaging in an activity of Challenge Discovery or using its equipment or premises.

I also agree to defend, protect and indemnify Challenge Discovery, and any location on which it delivers its programs from all claims and liabilities, including expenses, attorneys fees and costs, brought by a member of my family, or the family of my participating child or ward, arising from my, or my child's or ward's, participation in any Challenge Discovery activity or the use of its equipment or premises.

—continued on next page

I further agree that if I have any legal dispute with Challenge Discovery, and any location on which it delivers its programs, which cannot be settled through discussions between the parties, I will attempt to settle the matter by mediation before a mutually acceptable mediator whose name appears in the registry of persons recognized by Virginia courts to be qualified persons for mediation assignments. I also agree that I will pay all costs and attorneys' fees incurred by Challenge Discovery, and any location on which it delivers its programs, in defending a claim or suit if the claim or suit is withdrawn by me or to the extent the Court or arbitration determines that Challenge Discovery is not responsible for the injury or loss.

I have read the Health and Activity Guide and have completed accurately the Participation Information Form and, if appropriate, the Medical Information Form.

I agree that, during the activities, I, or my child/ward, will not be under the influence of alcohol or any chemical substance or medication except medication specifically disclosed to Challenge Discovery and approved by its agents. In the event of an accident requiring medical attention, I authorize Challenge Discovery and its agents to render or seek emergency or first aid assistance, for me, or for my child/ward, and to release medical information and incident reports to insurance companies and other persons or authorities deemed appropriate by Challenge Discovery.

If the participant is a minor child or ward, I as parent or guardian have explained to the child or ward the activities, hazards and risks of the Challenge Discovery activities in which he or she will be engaged, and I am satisfied that he or she understands those matters, including the opportunity to limit participation. The signature below of the child or ward will confirm these understandings.

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 force and effect.

Participant (or Parent or Guardian of Minor participant) _____

Date _____

Signature of Child or Ward _____

Date _____