

**TAKE FLIGHT, LLC**

Participant Agreement, Release and Acknowledgement of Risk

*Please read and understand this document before signing*

TAKE FLIGHT, LLC's ("TAKE FLIGHT") employees are professionally trained to operate the equipment and assist participants in its proper use on one or more of the following: the Aerial Adventure Challenge Course, Adventure Zip Line Tour, Quick Jump, Zip Jump, Super Swing, and/or Team Building Programs (collectively referred to as "activities"). "I" and "Me" or "Participant(s)" collectively includes me, and any minor child(ren) listed on page 3).

Participant(s) (for minor(s), print adult/legal guardian name): \_\_\_\_\_

Date of birth (of adult/legal guardian): \_\_\_\_\_ warrants that he/she is:

- (a) Reasonably physically fit;
- (b) Not under the influence of alcohol, illegal drugs, or impairing legal drugs;
- (c) Not pregnant;
- (d) Freely and voluntarily participating in the activities.

**Express Assumption of Risk**

Participant(s) affirms and acknowledges that he/she:

- (a) understands that significant physical exertion will be required; and
- (b) has been fully informed that the activities are inherently dangerous and are accompanied by risks associated with the rental and use of the equipment.

**Inherent dangers and risks** include but are not limited to:

- (1) The activities take place outdoors and therefore include risks associated with exposure to elements such as excessive heat, hypothermia and encountering natural or man-made objects;
- (2) Risk of injury from the activities and equipment utilized including the potential for permanent disability and death;
- (3) Possible equipment failure and/or malfunction of equipment;
- (4) Participant negligence and/or the negligence of others, including but not limited to operator error and employee/guide decision-making including misjudging participant fitness/ability, equipment condition, terrain, weather, trails, or route location;
- (5) Attack by or encounter with insects, including bees and wasps, and/or animals;
- (6) Accidents or illness occurring in remote places where there are no immediately available medical facilities;
- (7) Fatigue, chill, and/or dizziness, which may diminish participant recreation time and increase the risk of accident or injury;
- (8) Participant(s) may experience fear, anxiety, trauma, exhaustion and/or fatigue during participation.
- (9) **The description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

**COVID-19**

Participant certifies that one of the following is true:

- He/she is a resident of Maine, or has traveled from New Hampshire, Vermont, New York, New Jersey, or Connecticut; **OR**
- He/she has received a negative test result for COVID-19 on a specimen taken no longer than 72 hours prior to his/her arrival in Maine, consistent with Maine CDC guidance; **OR**
- He/she has completed a 14-day quarantine upon arrival in Maine or for the duration of the stay.

Participant further certifies that he/she has not experienced or displayed any of the following COVID-19 symptoms in the last 24 hours:

- Fever or chills

- Sore throat, cough, shortness of breath, or other respiratory symptoms
- Muscle aches, severe fatigue, or chills
- Changes in taste or smell
- Has not had close contact with anyone over the last 14 days who is confirmed to have COVID-19

Participant acknowledges and affirms that he/she:

- (a) understands the contagious nature of the Coronavirus/COVID-19 and that the Centers for Disease Control (“CDC”), the Maine Center for Disease Control & Prevention and many other public health authorities continue to recommend practicing social distancing.
- (b) Is aware that TAKE FLIGHT has developed and implemented measures to reduce the spread of the Coronavirus/COVID-19 among employees and Participants, including
  - 1) Increased use out outdoor space for registration, harnessing, and instruction;
  - 2) Requirement of masks and social distancing/traffic control patterns for employees and Participants inside the facility;
  - 3) Hand sanitation stations and additional hand washing stations;
  - 4) Modification of the Aerial Adventure Challenge Course to reduce direct contact between employees entering it to provide assistance to Participants;
  - 5) Disinfection of equipment; and
  - 6) Temperature screening of employees.
- (c) understands that, despite such measures, exposure to Coronavirus/COVID-19 at TAKE FLIGHT may still occur resulting in illness or death.

### **Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration of the foregoing and being permitted to participate in the activities described above and related activities, I hereby agree, and acknowledge, that:

1. Participant(s) HEREBY ASSUMES ALL RISKS, AND RELEASES, INDEMNIFIES, HOLDS HARMLESS AND AGREES NOT TO SUE TAKE FLIGHT, its owners, investors, officers, directors, agents, representatives, employees, and volunteers, and the owner(s) of the property upon which the activities are conducted (“Released Parties”) WITH RESPECT TO ANY AND ALL LOSS, COST, INJURY, DISABILITY, DEATH, OR DAMAGE TO PERSON OR PROPERTY, FROM ANY CAUSE WHATSOEVER INCLUDING WITHOUT LIMITATION THE ACTION OR INACTION OF THE RELEASED PARTIES arising from participation in the activities.
2. Participant(s) accepts sole responsibility for any loss, cost or expense that may be incurred for any illness, injury, or death resulting from participation in the activities and/or interaction with employees and participants on site, including the costs of evacuation, hospitalization, and medical treatment and any sums payable to anyone by reason of any injury or death resulting from my participation in the activities.

### **Additional Provisions**

3. TAKE FLIGHT requires that all Participants receive a safety orientation with respect to proper use and operation of the equipment and proper Participant behavior during the activities. Take Flight requires strict adherence to its standards of safety and conduct. Participant(s) agrees to fully abide by these standards and acknowledges he/she is subject to dismissal for refusing to attend the safety orientation and/or refusing to adhere to TAKE FLIGHT’s standards of safety and conduct.
4. Participant(s) authorizes the Released Parties to take and use photographs, video, film, and other images of me participating in or observing the activities. Participant(s) waives his/her right of privacy, publicity, compensation, copyright or other rights to those images and I consent to the releases using those images for any purposes.
5. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.
6. This document is binding upon me and my estate, agents, representatives, survivors, executors and/or assigns.

**Authorization for Medical Treatment**

In recognition of the risks, which I am assuming by voluntarily participating in these activities, I hereby give TAKE FLIGHT, its agents and employees permission to treat me and to authorize medical treatment of me in the case of an emergency or accident.

Participant Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**CAUTION!**

**DO NOT SIGN THIS RELEASE IF YOU DO NOT AGREE WITH  
OR DO NOT UNDERSTAND ITS TERMS**

I understand that my involvement and participation in these activities is **voluntary**. I have the right and will notify TAKE FLIGHT if I do not want to participate in any or all of the activities. I will not allow my family or other participants in my group to influence my decision whether to participate. If at any time I am unsure, frightened, or unable to proceed I will immediately notify TAKE FLIGHT employees, who will assist me in continuing or in exiting the course.

**I HAVE READ THIS PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK. I FULLY UNDERSTAND ITS TERMS, AND THAT I HAVE GIVEN UP LEGAL RIGHTS, AND I SIGN IT FREELY AND VOLUNTARILY.**

\_\_\_\_\_  
Signature of Adult Participant  
(or adult/legal guardian)

\_\_\_\_\_  
Printed Name of Adult Participant  
(or adult/legal guardian)

\_\_\_\_\_  
Date

**If signing for minor(s), complete pages 1-3 then continue to page 4.**

**FOR PARTICIPANTS OF MINORITY AGE (under 18 years of age):**

As parent, guardian, or temporary guardian with legal responsibility for the below-named Minor(s), this is to certify that I have read the entirety of this document, and that by signing below on behalf of said Minor(s), the Minor(s) and I are bound by its terms. I hereby consent and agree to participation by said Minor(s) in the activities, and on behalf of myself and said Minor(s), I and said Minor(s) hereby agree to release, indemnify, defend and hold harmless the Released Parties from any and all loss, cost, claim, damage, injury or death to person or property arising from participation of said Minor(s) in the activities. IN THE EVENT THAT I AM NOT THE PARENT OR LEGAL GUARDIAN OF THE MINOR(S), OR I DID NOT HAVE THE LEGAL CAPACITY OR AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE MINOR(S), THEN I AGREE TO DEFEND, HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES FROM AND AGAINST ANY CLAIMS OR SUITS INSTITUTED AGAINST THE RELATED PARTIES AS A RESULT OF ANY LOSS, COST, CLAIM, LIABILITY, INJURY OR DEATH TO PERSON OR PROPERTY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH PARTICIPATION BY SAID MINOR(S) IN THE ACTIVITIES.

\_\_\_\_\_  
Signature of Parent/Adult Legal  
Guardian

\_\_\_\_\_  
Printed Name of Parent or Adult  
Legal Guardian if Participant is a Minor

\_\_\_\_\_  
Date

Printed Name of Minor Participant(s):

\_\_\_\_\_

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Date

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Date of Birth

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