

ADULT RELEASE FORM
(Ages 18 years and older)
FOR BONCLARKEN ACTIVITIES

In consideration of Bonclarken Conference Center, a North Carolina nonprofit corporation, its agents, officers, directors, assigns, contractors and/or employees, providing access to and equipment and services related to a variety of outdoor and water recreational activities, to enable me to participate in recreational activities, I agree as follows:

I, _____,
(PRINT YOUR FULL LEGAL NAME)

the undersigned, being an adult (age 18 or older), hereby agree that I am choosing to participate in any of the following recreational activities (the "Activities"):

- climbing tower,
- indoor challenge elements,
- zipline,
- Leap of Faith (Pamper Pole),
- paintball,
- use of recreational equipment related to other recreational activities, and
- transportation to and from certain activity areas as necessary

I understand and acknowledge that there are inherent risks, dangers and hazards in my participation in any of the Activities; (b) my participation in any of the Activities may result in injury, illness or loss including, without limitation, disease, bodily injury, strains, fractures, partial or total paralysis, disability or death; and (c) these risks may be caused by the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or unforeseeable risks.

I hereby assume all risks and all responsibility for any losses and/or damages in any way relating to my participation in the Activities.

I hereby waive, release, and discharge Bonclarken Conference Center from each and every claim whatsoever relating to my participation in any of the Activities, except for any claims that are the direct result of the active negligence of Bonclarken Conference Center.

I understand and agree that (a) the sole proper venue for any dispute in which Bonclarken Conference Center is a party and that may arise out of this Agreement, or otherwise relate to my participation in any of the Activities, shall be Henderson County, North Carolina;

(b) the dispute shall be decided, at the sole option of Bonclarken Conference Center, by litigation or arbitration. In the event that Bonclarken Conference Center elects litigation, the venue for any action shall be the Superior Court of Henderson County, North Carolina; (c) this Agreement shall be interpreted pursuant to the laws of the State of North Carolina, which shall be controlling in all respects and at all times.

I HAVE CAREFULLY READ AND UNDERSTAND THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. BY SIGNING IT I AGREE TO RELEASE AND DISCHARGE BONCLARKEN CONFERENCE CENTER FROM ANY AND ALL LIABILITY FOR CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY, SPECIAL DAMAGES, INCLUDING INDIRECT DAMAGES, AND WRONGFUL DEATH RELATING TO MY PARTICIPATION IN ANY OF THE ACTIVITIES, EXCEPT FOR ANY CLAIMS THAT ARE THE DIRECT RESULT OF THE ACTIVE NEGLIGENCE OF BONCLARKEN CONFERENCE CENTER.

Participant Name (print)

Name of Group

Participant Signature

Today's Date