



PARASAILING IS EXTREMELY DANGEROUS AND CAN CAUSE DEATH OR SEVERE INJURY!

RISE Adventures, Inc., DBA RISE Adaptive Sports - RELEASE AND WAIVER OF LIABILITY AGREEMENT, Parasail Program (revised, March 2021)

I, "Participant" (PP) acknowledge that I have voluntarily applied to participate in the RISE Parasail Program. **I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR DEATH. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN. This release joins the RISE Adaptive Sports All RISE Programs 2021 Release as one unit. I verify this statement by placing my initials here: _____ Parent or Guardian's (if under 18): _____**

PP warrants and represents that he/she is in good health and there are no special problems associated with the care of the PP and the undersigned parent or guardian (if applicable) has left no special instructions regarding the PP.

PP accepts and understands that parasailing in its various forms is a HAZARDOUS sport that has many dangers and risks. PP agrees as a condition of being allowed to participate that PP freely accepts and voluntarily ASSUMES ALL RISKS OF PERSONAL INJURY OR DEATH or for property damage which results in any way from negligence, conditions on or about the premises and facilities, the operation of the program including, but not limited to, actions or omissions of employees or Board of Directors of RISE Adventures, Inc., DBA RISE Adaptive Sports, and RISE Parasailing, and/or other activities associated with this program.

PP agrees with the premise that the PP is a PP always, whether preparing or participating in the program. PP agrees that he/she is always provided an opportunity to conduct a reasonable visual inspection of the program and understands that he/she will be held to assume the risk of all conditions including and not limited to weather or equipment failure.

WARNING, PP assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of parasailing and may not recover from any RISE Adaptive Sports employee, volunteer, or Director for any injury resulting from any of the inherent dangers and risks of parasailing including: Changing weather conditions; existing and changing boat conditions, or unforeseen obstacles or collisions.

PP hereby assumes all risks which may be associated with and/or result from his/her involvement in such Activity and releases and indemnifies RISE Adaptive Sports (RA), its subsidiaries and affiliates, their respective officers, directors, agents, servants, and employees, of and from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me while participating in the Activity, including, but not limited to, those injuries and damages caused by the negligence and or breach of warranty, express or implied, on the part of RISE Adaptive Sports (RA) or its parent company RISE Adventures, Inc. By execution of this release RA shall be indemnified for any injury to other person(s) or property which PP may cause as a result of engaging in the Activity.

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PP authorizes RA and/or its authorized personnel to call for medical care for him/her or to transport him/her to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed for him/ her. Competitor agrees that upon his/her transport to any such medical facility or hospital that RA shall not have any further responsibility for him/her. Further, PP agrees to pay all costs associated with such medical care and related transportation provided for him/her and shall indemnify and hold harmless RA of and from any costs incurred therein.

PP CONTRACTUALLY AGREES that all DISPUTES between himself/herself and RA arising from his/her use of equipment and/or participation in the Activity OR use of this equipment and INCLUDING and claims for personal injury and/or death, WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS and EXCLUSIVE JURISDICTION thereof will be in the state of court residing in the county where the alleged tort occurred or the federal courts of the state of Texas.

IN THE EVENT ANY SECTION OF THIS RELEASE IS FOUND TO BE UNENFORCEABLE, THE REMAINING TERMS SHALL BE FULLY ENFORCEABLE.

EXTREME SPORTS & EXTREME LIABILITY

This release shall be binding upon Competitor's assignees, subrogates, distributes, heirs, next of kin, executors, personal representatives, and administrators and may be pled by RA as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the PP. I HAVE CAREFULLY READ THE FORGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND CLICK AGREE WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND RISE ADVENTURES, INC., RISE ADAPTIVE SPORTS, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

If Signed by Parent or Guardian: I verify that the dangers of the activities and the Significance of this Release and Waiver were explained to the Participant and that The Participant understood them.

PATICIPANT NAME (printed) _____ **DATE:** _____

PARENT/GUARDIAN NAME (printed) _____ **DATE:** _____

PARENT/GUARDIAN SIGNATURE _____