



# SAFETY WAIVER

**Please note: You must be 18 or over to fill out this waiver.**

Adult First Name \_\_\_\_\_

Adult Last Name \_\_\_\_\_

Adult Gender \_\_\_\_\_

Adult Birth Date \_\_\_\_\_

Driver's License \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

Country \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Email \_\_\_\_\_

Phone Number \_\_\_\_\_

Alt. Phone Number \_\_\_\_\_

How'd You Hear About Us? \_\_\_\_\_

## CHILD 1

First Name \_\_\_\_\_

Last Name \_\_\_\_\_

Gender \_\_\_\_\_

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

## CHILD 2

First Name \_\_\_\_\_

Last Name \_\_\_\_\_

Gender \_\_\_\_\_

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

## CHILD 3

First Name \_\_\_\_\_

Last Name \_\_\_\_\_

Gender \_\_\_\_\_

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

## CHILD 4

First Name \_\_\_\_\_

Last Name \_\_\_\_\_

Gender \_\_\_\_\_

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

## **THIS IS A CONTRACT**

### **READ THIS DOCUMENT CAREFULLY BEFORE SIGNING**

THIS IS A LEGALLY BINDING CONTRACT (“Release”), made by me in consideration of Sevier Air, LLC, permitting me and/or my minor child to participate in the activities offered by Sevier Air, LLC, and to use its facilities and equipment. I understand that I have the right to refuse to sign this Release, and by voluntarily signing this Release, I hereby agree to RELEASE, DISCHARGE, and INDEMNIFY Sevier Air, LLC, Mountain Air Investments, LLC, and all of their agents, owners, shareholders, directors, partners, employees, insurers, attorneys, volunteers, manufacturers, participants, lessors, affiliates, subsidiaries, related and affiliated entities, successors, and assigns (collectively “Sevier Air”) on behalf of myself, my spouse, children, parents, heirs, assigns, insurers, personal representative(s), estate, and/or any other individual and/or entity who may be entitled to assert a claim against Sevier Air. This Release applies in full force and effect to each and every time I and/or my minor child participates in activities at Sevier Air now or at any time in the future.

IF YOU ARE EXECUTING THIS RELEASE ON BEHALF OF A MINOR CHILD, YOU HEREBY REPRESENT THAT YOU HAVE FULL AUTHORITY AS PARENT/LEGAL GUARDIAN OF THE MINOR TO BIND THE MINOR TO THIS RELEASE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT BY EXECUTING THIS RELEASE, YOU AGREE TO WAIVE THE MINOR’S LEGAL RIGHTS AND HAVE DONE SO VOLUNTARILY IN YOUR CAPACITY AS THE MINOR’S PARENT OR LEGAL GUARDIAN.

1. Acknowledgment of Risk. I acknowledge and agree that the activities offered by Sevier Air entail inherent known and unknown risks that cannot be entirely eliminated without jeopardizing the essential qualities of such activities. In addition, I acknowledge and agree that such known and unknown risks also include: (a) my and/or my minor child’s potential actions, inactions, or negligence; (b) the potential actions, inactions, or negligence of others, including other participants and Sevier Air’s employees and agents, (c) the condition of the equipment, facilities, and/or areas where the activity is being conducted; and, (d) any and all other known and unknown risks associated to me and/or my minor child being on Sevier Air’s premises. I acknowledge and agree that by participating in the activities offered by Sevier Air, using Sevier Air’s facilities and equipment, and/or otherwise remaining on Sevier Air’s premises, I and/or my minor child will be exposed to the risk of serious physical and/or emotional injury, including, but not limited to, cuts, scrapes, bruises, sprains, contusions, lacerations, torn ligaments, broken bones, joint injuries, internal injuries, eye injuries, concussions, brain injuries, permanent disabilities, paralysis, heart attack, and death. I acknowledge and agree that the above lists are not exhaustive, and that other known and unknown risks may also result in other unforeseen injuries. I understand that if I have any risk concerns, I should not execute this Release.

2. Assumption of Risk. After being fully informed to my satisfaction of the known and unknown risks associated to the activities offered by Sevier Air, the use of Sevier Air’s facilities and equipment, and any and all other risks associated to me and/or my minor child being on Sevier Air’s premises, I elect to participate, and/or to allow my minor child to participate in those activities, use Sevier Air’s facilities and equipment, and remain on Sevier Air’s premises in spite of and with the acknowledgment of those known and unknown risks. My and/or my minor child’s participation in these activities and/or use of Sevier Air’s facilities and equipment is purely voluntary. In doing so, I ACCEPT AND ASSUME ALL RISKS ASSOCIATED WITH THESE ACTIVITIES AND/OR THE USE OF SEVIER AIR’S FACILITIES AND EQUIPMENT. If I and/or my minor child are injured, I understand and acknowledge that medical treatment may be required, and I agree that such treatment will be at my own

expense. I certify that I have adequate insurance to cover the cost of any injury or damage that I and/or my minor child may cause or suffer while on Sevier Air's premises, or else I acknowledge and agree to bear the costs of such injury or damage myself. I UNDERSTAND AND AGREE THAT SEVIER AIR WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED FOR MYSELF OR FOR THE MINOR CHILD ON WHOSE BEHALF I SIGN THIS RELEASE.

3. Release of Liability. I hereby expressly and voluntarily release, satisfy, and forever discharge Sevier Air, of and from all claims, causes, and causes of action, suits, debts, controversies, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by Sevier Air, whether the action arises out of any damage, loss, personal injury, or death suffered by me and/or my minor child while participating in or as a result of such participation in any of the activities offered by Sevier Air, my and/or my minor child's use of Sevier Air's facilities and equipment, and/or any and all other damage, loss, personal injury, or death suffered by me and/or my minor child while on Sevier Air's premises.

4. Indemnification. I hereby agree to hold harmless, indemnify, and defend Sevier Air without limitation from and against any and all claims, losses, actions, proceedings, costs, expenses, damages, contributions, settlement amounts, liabilities, and any and all other costs and expenses in connection therewith, including reasonable attorneys' fees, expert fees, and costs of investigation, arising out of or in connection with my and/or my minor child's participation in the activities offered by Sevier Air, use of the Sevier Air's facilities and equipment, and/or any and all other claims and/or losses occurring on or associated with Sevier Air's premises, regardless of whether such claims are the result of the negligent acts or omissions of myself, my minor child, other participants, and/or Sevier Air. Such indemnity obligation shall include, but is not be limited to, any claim, action, or proceeding that alleges that I, my minor child, and/or any other third party acted negligently, recklessly, and/or intentionally thereby causing any damage, loss, personal injury, or death, to other participants, or any other third party.

5. Certifications and Rules. I acknowledge that Sevier Air encourages each participant to obtain all necessary medical clearances prior to participating in any activities at Sevier Air. I certify that I and/or my minor child have no health and/or mental conditions that would cause participation in the activities offered by Sevier Air to negatively impact my health and wellbeing and/or the health and wellbeing of my minor child. I and/or my minor child possess a sufficient level of physical fitness and skill to safely participate in activities offered by Sevier Air, and neither I nor my minor child have any pre-existing physical, mental, and/or medical conditions that might be impacted or worsened by my and/or my minor child's participation in those activities. I will immediately stop, and/or cause my minor child to stop, participating in activities at Sevier Air if I and/or my minor child feels any unusual discomfort while participating in activities at Sevier Air, and I will inform Sevier Air staff of the same immediately. SEVIER AIR HAS A ZERO TOLERANCE POLICY FOR THE USE OF ALCOHOL AND DRUGS WHILE PARTICIPATING IN ACTIVITIES AT SEVIER AIR. I hereby agree that I and/or my minor child will not participate in activities at Sevier Air while under the influence of any drugs and/or alcohol, or any medications that may impair physical abilities or judgment. I further agree to follow, and/or cause my minor child to follow, all of Sevier Air's rules and to alert Sevier Air staff to any rules violations or dangerous behavior of other participants. I acknowledge that my and/or my minor child's use of alcohol and/or drugs, and/or my and/or my minor child's failure or refusal to follow Sevier Air's rules and instructions, can lead to my and/or my minor child's immediate ejection from Sevier Air's premises, at Sevier Air's sole discretion, without any right to refund of any payments made.

6. Photo and Right to Publicity Release. I hereby grant to Sevier Air, on behalf of myself and/or on behalf of my child, the irrevocable right and permission without limitation to photograph and/or record me and/or my child in connection with the activities offered at Sevier Air and to use the photograph and/or recording for all purposes, including social media, advertising, and promotional purposes, in any manner and all media now known or hereinafter devised, in perpetuity throughout the world, without restriction as to alteration. I expressly waive any

right to inspect or approve the use of such photograph and/or recording, and acknowledge and agree that the rights granted to this release are without monetary compensation of any kind.

7. Choice of Law. This Release shall be governed by and interpreted in accordance with the laws of the State of Tennessee without regard to the applicable conflict of law rules. The parties expressly agree that their choice to apply the laws of the State of Tennessee is reasonable, and that Tennessee bears a material relationship to the transaction between the parties.

8. Mandatory Mediation and Forum Selection. Any claim or dispute arising from my and/or my minor child's participation in activities offered by Sevier Air, my and/or my minor child's use of Sevier Air's facilities and equipment, any and all other disputes related to events occurring on Sevier Air's premises, any and all other disputes related to Sevier Air in any way, and any and all disputes related to this Release, including disputes related to the enforceability of any if the terms of this Release, shall first be submitted to mediation. Engaging in such mediation is a condition precedent to bringing any and all claims against Sevier Air. Such mediation may be initiated by either party by providing a written demand for mediation to the other party and must be conducted in Williamson County, Tennessee. In the event a lawsuit is filed arising from my and/or my minor child's participation in activities offered by Sevier Air, my and/or my minor child's use of Sevier Air's facilities and equipment, any and all other disputes related to events occurring on Sevier Air's premises, any and all other disputes related to Sevier Air in any way, and any and all disputes related to this Release, including disputes related to the enforceability of any if the terms of this Release, I agree that sole and exclusive jurisdiction and venue shall be in Tennessee state courts located in Williamson County, Tennessee. I hereby expressly waive any defense to jurisdiction and/or venue that may now or hereafter exist.

9. Attorney's Fees. In the event that Sevier Air prevails in any proceeding related to any dispute between the parties, including, but not limited to, disputes arising from my and/or my minor child's participation in activities offered by Sevier Air, my and/or my minor child's use of Sevier Air's facilities and equipment, any and all other disputes related to events occurring on Sevier Air's premises, any and all other disputes related to Sevier Air in any way, and any and all disputes related to this Release, including disputes related to the enforceability of any if the terms of this Release, Sevier Air shall be entitled to its reasonable attorney's fees, expert fees, and costs incurred.

10. Entire Agreement, Severability, and Construction. This Release is the entire agreement between the parties hereto, and that it cannot be modified by any oral representations of Sevier Air's agents and employees. If any portion of this Release is found to be void and/or unenforceable, the remaining portions will remain in full force and effect. This Release is intended to be as broad and inclusive as permitted by law.

11. Reservation of Rights. Sevier Air hereby expressly reserves the right to require proof of the identity and age, at Sevier Air's discretion, of the individual executing this Release, and/or any individual(s) whose legal rights are affected by this Release, prior to granting any individual permission to participate in activities at Sevier Air, use Sevier Air's facilities and equipment, and/or otherwise remain on Sevier Air's premises.

THIS IS A RELEASE OF YOUR RIGHTS, AND/OR THE RIGHTS OF YOUR MINOR CHILD. BY SIGNING BELOW, YOU AGREE THAT YOU HAVE HAD SUFFICIENT OPPORTUNITY TO STUDY THIS RELEASE, AND YOU UNDERSTAND THAT YOU MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED YOUR AND/OR YOUR MINOR CHILD'S RIGHT TO MAINTAIN A LAWSUIT AGAINST SEVIER AIR.

**I am at least 18 years old and I have read and agree to the terms of the above agreement and have watched the safety video.**

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_