

KRELL ADVENTURES, LLC <i>Participation Agreement (the "Agreement")</i>	Participant Information: Name: _____ Date of Birth: _____ Phone Number: _____
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READ THIS ENTIRE DOCUMENT CAREFULLY.

THIS DOCUMENT DESCRIBES RISKS INVOLVED IN PARTICIPATION WITH THE KRELL ADVENTURES EVENT AND THE POTENTIAL CONSEQUENCES OF ASSUMING SUCH RISKS. BY SIGNING THIS DOCUMENT YOU EXPRESSLY WAIVE YOUR RIGHTS TO SUE KRELL ADVENTURES OR ITS AFFILIATES FOR LOSS OR DAMAGE TO PERSON OR PROPERTY.

Please initial on the line next to each numbered heading to affirm your express understanding and acceptance of all of the terms therein stated:

____ **1. ASSUMPTION OF RISK AND POTENTIAL INJURY**

I understand and acknowledge that the extreme event in which I will participate pursuant to the terms of this Agreement (the "Event") is a hazardous activity that carries with it inherent risks of physical injury, which cannot be eliminated without materially changing the nature and properties of the Event, and that are amplified by the conditions imposed on me while performing in the Event. I understand and acknowledge that these risks **include, but are not limited to: 1) contact or collision** with persons, objects, other participants, motor vehicles, machinery, and/or natural or man-made fixed objects/obstacles); **2) encounter with obstacles** which may limit my ability to see, hear, or otherwise sense impending danger and/or obstacles which will be physically challenging to overcome; **3) natural and man-made hazards** relating to the equipment or general features in the Event, such as broken, defective or inadequate competition equipment, unexpected equipment failure, extreme heat, extreme cold, humidity, ice, rain, fog, rocks, uneven terrain and/or wildlife interference; **4) inadequate first aid and/or emergency measures** which may not bring about a swift and/or complete cure or repair to any injury that I may incur; and **5) behavior related problems** such as erratic or unsafe co-participant behavior.

I further understand and acknowledge that any of these risks and others may cause me minor, serious or catastrophic injury or injuries. **Minor injuries** are common and include, but are not limited to: scrapes, bruises, sprains, nausea, and cuts. **Serious injuries** are less common and include, but are not limited to: property loss or damage, broken bones, torn ligaments, concussions, exposure, heat-related illness, mental stress or exhaustion, infection, and concussions. **Catastrophic injuries** are rare and can include permanent disabilities, spinal injuries and paralysis, stroke, heart attack, and even death.

I also understand and acknowledge that I have the duty to consult with my physician before participating in the Event so as to ensure that my participation in the Event, with all the named and unnamed risks, will not pose a significant danger to my health or well-being or the health or well-being of other Event participants, Krell Adventures, LLC or its subsidiaries or "Affiliates" (including but not limited to owners of property on which the Event is conducted, Event sponsors, employees, agents, vendors and volunteers) related to the Event. I further understand that, if at any time I find a defect in the course or other unreasonably unsafe feature, I will refrain from continuing in the Event and immediately alert the Event staff of the condition.

____ **2. WAIVERS OF LIABILITY**

I DO HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE KRELL ADVENTURES, LLC AND ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, EXECUTORS, SUBSIDIARIES, AFFILIATES, SPONSORS AND ALL OTHERS FROM ANY AND ALL RESPONSIBILITIES OR LIABILITY FROM INJURIES OR DAMAGES RESULTING FROM MY PARTICIPATION IN THE EVENT, OR MY USE OF EQUIPMENT IN THE ABOVE MENTIONED EVENT. I DO ALSO HEREBY RELEASE ALL OF THOSE MENTIONED, AND ANY OTHERS ACTING UPON THEIR BEHALF, FROM ANY RESPONSIBILITY OR LIABILITY FROM ANY INJURY OR DAMAGE TO MYSELF, INCLUDING THOSE CAUSED BY THE NEGLIGENT ACT OR OMISSION OF ANY OF THOSE MENTIONED OR OTHERS ACTING ON BEHALF, OR IN ANY WAY ARISING OUT OF OR CONNECTED WITH MY PARTICIPATION IN THE EVENT.

____ **3. MEDIA WAIVER**

I hereby acknowledge and agree that by registering to participate in the Event, I gave my consent to the following: **(i) being photographed, interviewed and/or videotaped** during, directly before and directly after my participation in the Event by Krell Adventures, LLC or its subsidiaries or Affiliates and "Media Outlets" (including but not limited to those in print, television broadcast & radio industries); **(ii) the use of any information or images** obtained during, directly before or directly after my participation in the Event by Krell Adventures, LLC, its subsidiaries or Affiliates, or Media Outlets for advertising, publicity or educational activities, including but not limited to Web sites, publications, videos, print and television broadcasts ("Use"); **(iii) waiver** of any claims I may have, including but not limited to any claim for compensation related to such Use; **(iv) release** of Krell Adventures, LLC, its subsidiaries and Affiliates from any liability arising out of any claims made in connection with such Use; **(v) retention of the right** to have any representation of my physical likeness discontinued from Use in any or all of the above venues upon my written request.

____ **4. INDEMNIFICATION**

I DO HEREBY AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY KRELL ADVENTURES, LLC AND ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, EXECUTORS, SUBSIDIARIES, AFFILIATES, SPONSORS AND ALL OTHERS FROM AND AGAINST: 1) Any and all claims made by me arising from injury or loss due to my participation in the Event; and

2) any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation in the Event, from now until the end of time.

___ 5. **DISPUTE RESOLUTION**

In the event of a Dispute, I agree to engage in mediation at the time and place specified by Krell Adventures, LLC and the resolution of such mediation, if any, shall be the final relief that I may seek following any such Dispute. Should the Dispute not be resolved by mediation, I agree that such Dispute shall next be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The cost of such action shall be shared equally by the parties. I understand and agree that any dispute arising out of this Agreement, or any occurrence during the course of the Event ("Dispute"), which is not first settled through the mandatory mediation or subsequent mandatory arbitration process set forth herein shall be governed by the laws of the State of New York and that the Courts of the State of New York and their federal counterparts shall have exclusive jurisdiction over any action commencing therefrom.

___ 6. **CONSTRUCTION OF AGREEMENT**

I understand and agree that this Participation Agreement is intended to be as broad and inclusive as is permitted and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then same shall be severed from this Agreement and shall not affect the validity and enforceability of any remaining provisions. I affirm that this Agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire agreement between me and Krell Adventures, LLC and that this Agreement may only be amended by a written document duly executed by me and Krell Adventures, LLC.

___ 7. **PARTICIPANT CERTIFICATIONS**

Please check each box below to signify your agreement with and acceptance of the terms thereafter stated:

- I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the Event, or that would result in my participation creating a risk of danger to myself or to others.
- I assert that I have not been advised or cautioned against participating by a medical practitioner.
- I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Course, and I agree to withdraw immediately and to notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.

IN THE EVENT OF AN EMERGENCY AS DECLARED BY EVENT STAFF OR PERSONNEL, OR OTHER EMERGENCY MEDICAL PERSONNEL AT THE EVENT, I HEREBY AGREE TO THE FOLLOWING:

- I authorize Krell Adventures, LLC and/or Event staff or personnel, or other emergency medical personnel, to contact the following person, whom I deem to be my "Emergency Contact Person":

NAME: _____
PHONE NUMBER: _____

- In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorize appropriate Krell Adventures, LLC personnel, emergency medical personnel at the event, and/or my Emergency Contact Person to make emergency medical decisions on my behalf.
- I authorize Krell Adventures, LLC to secure emergency medical care or transportation when deemed necessary and I agree to assume all costs of any such emergency medical care and transportation.

BY SIGNING BELOW, I REPRESENT THAT I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENTS AND I AGREE TO ABIDE BY ITS TERMS.

PARTICIPANT SIGNATURE

DATE

TO BE COMPLETED BY KRELL ADVENTURES, LLC PERSONNEL ONLY:

Name: _____

I hereby affirm that I witnessed the Participant named above initial, check and sign this Agreement where indicated, and gave the Participant an opportunity to ask questions for clarification before so doing:

Sign: _____ Date: _____