Peak Experiences, Inc. — Acknowledgement of Risks

I, the undersigned, desire to participate in, and (if participant is a minor, 17 years of age and younger), I, the parent/legal guardian of the participant, grant permission for the participant to participate in, the following rigorous physical activities (the "Activities") and/or use certain climbing, fitness, and adventure equipment (the "Equipment") owned and/or provided by Peak Experiences, Inc. and/or Passages Adventure Camps (collectively "PEAK"):

- Indoor climbing wall, ropes and climbing gear;
- Day and overnight camps and other programs involving activities and gear for kayaking, rappelling, zip-lining, slack lining, rock climbing, bouldering, wilderness survival skills, swimming and other rigorous activities;
- High ropes course, consisting of a series of elements made of cables, ropes, planks and trapeze bar located more than 30 feet above the ground; and
- Adventure trips and challenge activities;
- Fitness equipment and activities including, but not limited to, TRX suspension training, balance balls and platforms, kettle balls, medicine balls, cardiovascular training, weight training equipment, and yoga.

Each person signing below acknowledges that using the Equipment and participating in the Activities is inherently dangerous, involves strenuous physical activity and a risk of severe injury or death. Each person also understands that wearing a helmet while using the Equipment and/or participating in the Activities is highly recommended. If the participant is a minor, the parent/legal guardian certifies that he or she has discussed with the participant the inherent dangers and risks of using the Equipment and participating in the Activities.

Each person signing below certifies that the participant does not suffer from back, leg, arm, hand or other bodily injuries or medical conditions, heart ailments, dizziness, vertigo, or any other condition that may affect the participant's ability to safely participate in the Activities or use the Equipment.

To the fullest extent permitted by Virginia law, the persons signing below assume all risks involved from the participant using the Equipment and participating in the Activities and agree to indemnify, hold harmless and defend PEAK from and against any loss, damage, liability and expense, including costs and attorney's fees, incurred by PEAK as a result of the participant's use of the Equipment or participation in the Activities.

The laws of the Commonwealth of Virginia shall govern the rights and obligations of the parties hereto and the interpretation, construction and enforceability of this document. The persons signing below agree that any lawsuit brought against PEAK shall be brought solely in the Circuit Court for Chesterfield County, Virginia, and I/we hereby voluntarily waive any right I/we may have to a trial by jury in any action, proceeding or litigation involving PEAK. I/we further agree that if any portion of this Acknowledgment of Risks is construed to be invalid or unenforceable, the remainder of this document shall not be affected and shall be given full force and effect without regard to the invalid and/or unenforceable portion.

A signed, faxed copy of this document shall be deemed an original. PEAK'S fax #. is 804-897-2736. I/we grant PEAK the right to use for promotional purposes the participant's photo, video or audio taken in any PEAK activity.

PARTICIPANT'S NAME

LAST MIDDLE INITIAL FIRST

FOR OFFICE USE

DATE OF BIRTH: _____-_____-_____ **E-mail address**:_____

Street: _____ **City**: _____ **State**: _____ **Zip**:_____

Home phone: _____ **Work phone**: _____ **Cell phone**: _____

Gender: M or F **Reason for visit**: Party____Sampler_____Group Event_____Lockin_____Day Pass_____

Emergency contact name: _____ **Phone number**: _____

Signature of participant (if age 7 or older): _____ Date: _____

Signature of parent/legal guardian (if participant is a minor): _____ Date: _____