

WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT

READ CAREFULLY BEFORE SIGNING

I voluntarily enter into this Agreement with SEK LLC and its owners, members, directors, officers, agents, contractors, trainers and volunteers or any other affiliated person or organization, Killebrew Cotton Co., Inc., Heath Killebrew, Keath Killebrew, and Alyssa Killebrew (the “Released Parties”) as a condition for allowing me (or my child) (collectively “me” or “I”), to participate in the ropes and challenge course activities at Root Hog (the “Activity”).

1. I understand that the Activity can be dangerous, and even when using appropriate equipment, properly trained personnel and applying adequate safety precautions, injuries are possible. I understand that the risks posed may result in my physical or mental injury, property damage or loss of life. Specific risks include but are not limited to (a) falls; (b) injuries incurred when climbing or down climbing, or collisions with objects, nature or other participants; (c) equipment failure; (d) weather conditions, accidents, mistakes and acts of God, and (e) my and/or other participants’ physical coordination, sense of balance, decision making, and the failure to follow or give directions.
2. Fully knowing and understanding the risks inherent in participating in the Activity, I fully and forever release, waive, and discharge all claims, demands, damages, legal actions, causes of action, or rights of action (whether they occur now or in the future, and whether they are known or unknown, anticipated or unanticipated), against the Released Parties, regardless of the cause of the injury, resulting from or arising out of me engaging in the Activity.
3. To the greatest extent allowed under Mississippi law, I agree to assume full responsibility for any and all physical or mental injury, property damage, or loss of life, and any costs and expenses that result due to my negligence or the negligence of any of the Released Parties. I agree that the Released Parties shall not be liable for any losses, injuries or damages that I may sustain as a result of engaging in the Activity regardless of the cause or reason why I incurred those losses, injuries or damages.
4. In recognition of the inherent risks of the Activity, I affirm that I am physically and mentally capable of participating in the Activity and using the equipment. I realize it is my responsibility to inform my facilitator of any medical conditions and/or physical activity concerns I have prior to participating in the Activity.
5. I recognize that you, as a provider of services, may find it necessary to terminate the Activity due to forces of nature; medical necessities or problems in the group; and/or refuse or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the Activity. I accept your right to take such actions for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to my participation in the Activity.
6. I hereby authorize any medical treatment deemed necessary in the event of any injury or illness while participating in the Activity. I either have appropriate insurance, or in its absence, agree to pay all costs of medical services provided to me or incurred on my behalf.
7. I hereby give my consent to photograph and digitally record me. I give my consent to SEK LLC to use the resulting photographs, films, recordings, and negatives for any purpose whatsoever, including (but not by way of limitation) the display, exhibition, publication and sale thereof in promotion, advertising and trade without any compensation or other consideration. I give my consent to reproduce the photographs, films, recordings and negatives, by any method and at any time, altered or unaltered. I hereby release SEK LLC from any and all claims arising out of any publication, exhibition or use of such photographs, films, recordings and negatives or arising out of any use of my likeness, voice or personality. I understand that such photographs, films, recordings, and negatives shall remain the sole property of SEK LLC.
8. Mississippi law applies to this document, and I agree that any action brought against the Released

Parties shall be in Madison County, Mississippi. I agree that this document shall be enforced to the greatest extent permitted by law. If a court deems any clause unenforceable, only that clause will be null and void, but the remainder shall stay in full force and effect. I agree to pay any attorney fees and costs for the Released Parties to enforce this Agreement, and I agree to indemnify and hold harmless the Released Parties for such fees and costs.

9. 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 MYSELF AND SEK LLC AND THE PERSONS AND ENTITIES LISTED HEREIN AND I SIGN THIS OF MY OWN FREE WILL. My signature is intended to bind my heirs, representatives, executors, administrators, successors, and assigns.

I further understand, acknowledge and agree as follows:

- My helmet must remain in place until I return my gear to the distribution area.
- I will not loosen my harness at any time.
- I will not unhook the carabineer/pulley from my harness at any time.
- While on the course, I will not jump on or swing from elements (unless it is the intended use of the element), and I will obey all instructions at each element. If a guide instructs me to do something, I will follow those instructions.
- I will not tamper with the belay connector in any way.
- I will not write on or deface in any way any of the course elements, platforms, trees, cables, etc.
- I will not place my hands on the cable above me at any time.
- If at any time I wish to come down from the course and cannot continue on, I will call "Guide, Guide, Guide!!" loudly, and a guide will come to assist me. Once I come down I will not be permitted to reenter the course.

I have read the above rules, I understand them, and I will comply with them completely.

Please initial here:

_____ I am at or over 18 years of age or if I am signing on behalf of a child, I am the parent or legal guardian. I am of sound mind and capable of entering into this Agreement.

_____ I have read and fully understand the entire waiver, release of liability, and assumption of risk agreement.

_____ I have been given an opportunity to negotiate this document fairly and honestly.

_____ By signing this document, I acknowledge that if property is damaged or if myself or anyone else is hurt or dies from my participation in the Activity, I have waived my right to bring a lawsuit against any or all of the Released Parties.

Print Name: _____

Sign Name: _____

Date: _____

To the fullest extent allowed by law, I also make this agreement on behalf of my child or ward:

Name of Minor: _____ Age: _____

DOB: _____

Name of Parent/Guardian: _____

Address: _____

Phone Number: _____