



## PARTICIPANT ASSUMPTION OF RISK, RELEASE, AND AGREEMENT

In consideration of the services of The True Vine, a Christian Foundation, and/or Outback America, Inc. and their respective agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as The True Vine), I hereby agree to release, indemnify, and discharge The True Vine, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows.

1. I acknowledge that my participation in ropes course activities entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The True Vine programs are based on the “*challenge by choice*” principle. At any time you/or your group are free to withdraw from participation in ropes course activities. **The risks include, among other things, the potential for:** slips, falls or falling; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards. During an activity there may be contact with plants, animals or insects that could create hazards such as stings, allergies, and associated diseases.

Furthermore, The True Vine facilitators have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant’s fitness or abilities, they might misjudge the weather.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless The True Vine from any and all claims, demands, or causes of action, which are in any way connected with my participation to this activity or my use of True Vine Equipment or facilities, including any such claims which allege negligent acts or omissions of The True Vine.

4. Should The True Vine or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I am will to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against The True Vine, I agree to do so only in the Circuit Court of Tuscaloosa County, State of Alabama, and I further agree that the substantive

law of Alabama shall apply in that action without regard to the conflict of law rules of that state or any other state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against The True Vine on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

**Parent's or Guardian's Additional Indemnification  
(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by The True Vine to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless The True Vine from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Via mail, return your release form to The True Vine (McRae Farm), 280 Vineyard Lane Eutaw, AL 35462 or fax it to 205-345-9531.

**This form must be received by the True Vine no later than Feb. 22nd in order to participate in the weekend.**