

Confidential Participant Information and Release

Your Organization _____ Program Date _____ Program Location _____

Participant Name _____ Age _____

Emergency Contact _____ Emergency Phone _____

Acknowledgment of Risk, Waiver & Release of Liability.

In consideration of the services of Atlanta Challenge, LLC (“Atlanta Challenge”), its officers, directors, trustees, members, agents, employees, subcontractors, volunteers, guests, facilities, and all other persons or entities associated with those persons or entities, including their respective heirs, successors, assigns, and personal representatives (hereafter collectively referred to as “Releasees”), I, for myself, my minor(s), and on behalf of my and his/her/their respective heirs, assigns, and personal representatives (collectively, “Releasers”), hereby agree as follows:

1. The Atlanta Challenge facilitated team-building program (the “Program”) involves a variety of activities that often include warm-ups, games, group initiative problems, and other activities. Although Atlanta Challenge has taken reasonable steps to provide appropriate equipment and skilled facilitators so that a Releaser might enjoy these activities for which they are not skilled, the Releasers understand that these activities may contain potential hazards, including but not limited to: ropes, boards, improper safety spotting, equipment failure, tree branches, uneven/broken ground, falling debris, rain, cold, wildlife, traffic, non-participating bystanders, poisonous plants, and insects. This list of inherent risks is not complete, and other known, unknown, anticipated, or unanticipated hazards may exist. These hazards may result in loss or damage to personal property or accidental injury, illness, and in extreme cases, permanent trauma or death. Releasers assume and accept full responsibility for all risks (whether identified or not) associated with the Program, even if arising from or related to the negligence (but not the gross negligence or willful misconduct) of other participants, any Releasee, or the manufacturers of the equipment. A Releaser’s participation in these activities is purely voluntary, no one is forcing such person to participate, and the Releasers elect to participate in spite of and with full knowledge of the risks.
2. Releaser understands that there is an active pandemic of SARS-CoV2, also known as COVID-19, in the region where the program is taking place, and that infection with COVID-19 carries risks including severe illness or death. Atlanta Challenge encourages all participants to wear masks, keep hands clean, and follow all other health and safety recommendations of local and national government. It is releaser’s responsibility to follow these guidelines, and to determine their own comfort level with their exposure to the virus. Releaser may remove themselves from any activity they feel uncomfortable with, for any reason including proximity to other persons. Releasee is not responsible for the compliance or non-compliance of other participants, passers-by, or other members of the public with masking, social distancing, and other health recommendations or regulations.
3. Releasee is not responsible for the condition of the property upon which the Program takes place. Releaser does and will indemnify and hold Releasee harmless from any incidents or injuries arising from issues related to the condition of the property .
4. Engaging in the activities at the Program may require a degree of skill and knowledge different than other activities that Releasers are accustomed to, and Releasers have responsibilities as a participant. By participating in such activities, the Releasers certify that they are fully capable of safely participating in the activities.
5. Releasers **HEREBY RELEASE AND FOREVER DISCHARGE RELEASEES FROM, AND COVENANT NOT TO SUE RELEASEES REGARDING, ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO INJURY, PARALYSIS, DISABILITY, DEATH** and loss or damage to personal property arising in any way out of, in consequence of, or on account of Releaser’s presence at or participation in, the Program, **WHETHER ARISING FROM THE NEGLIGENCE OF ANY RELEASEE OR OTHERWISE** (but not including gross negligence or willful misconduct). Releasers irrevocably indemnify and agree to hold harmless Releasees from any and all actions or claims of whatever kind or nature that any Releaser or any third party may have, or at any time in the future has, arising out of, in consequence of, or on account of a Releaser’s presence at, or participation in, the Program.

Photo Release.

I give my permission for photos and video to be taken of me (and/or of my minor(s), if any) at the above program and agree that Atlanta Challenge, LLC may use the photos and video, without compensation, for legitimate marketing purposes.

The undersigned has carefully read, clearly understands, and accepts the terms and conditions stated herein and acknowledges that this agreement shall be effective and binding upon the Releasers. This agreement may be signed and delivered electronically and, if so, shall constitute an electronic record signed by electronic signature within the meaning of such terms under applicable law, and such electronic record and signature will constitute an original for all purposes.

Signature of Participant

Date signed

Printed Name of Participant

Parent/Guardian’s signature if participant is under age 18