OCOEE RETREAT CENTER ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY

(this "Agreement")

In consideration of **Ocoee Retreat Center, LLC** ("Ocoee Retreat Center") furnishing services, premises and/or equipment to enable me to participate in the following kinds of activities: ropes courses, challenge courses, paintball, swimming and other water-based recreational activities, and any other activities offered by or through Ocoee Retreat Center, and whether or not located on any property owned or leased by Ocoee Retreat Center (collectively, the "Activities"), I, the undersigned hereby:

1. Acknowledge and agree that the Activities entail both known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, my property, or third parties. I understand such risks cannot be eliminated without jeopardizing the essential qualities of each of the Activities. In addition, I acknowledge and agree that any use of any Ocoee Retreat Center equipment, facilities or property that is not expressly authorized by Ocoee Retreat Center staff will be considered an "Unauthorized Use" and is strictly prohibited.

2. Acknowledge and agree that all Activities are based on the "challenge by choice" principle and expressly understand I do not have to participate in any activity. I will withdraw from participation in any of the Activities which I deem to exceed my physical capabilities, skill level and/or comfort level. The Activities create an inherent risk for injuries such as, but by no means limited to: slips, falls, free falling, heat stroke, heart attack, seizure, blindness, fractures, rope burn, drowning, pinches, scrapes, twists, jolts, strains, scratches, bruises, sprains, lacerations, fractures, concussions, stings, allergies, diseases, infection and other injury. I understand participating in a group activity subjects me to the conduct of other individuals and I may be exposed to the negligent acts and behavior of other persons and activity participants.

3. Expressly agree and promise to accept and assume all of the risks inherent in any of the Activities in which I participate. My participation in each of the Activities is purely voluntary, and I elect to participate fully aware of the risks I am assuming.

4. To the fullest extent permitted by law, agree to indemnify, hold harmless and defend Ocoee Retreat Center, its shareholders, affiliates, agents, directors, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as the "ORC Parties") from and against any and all claims, losses, damages, expenses and other liabilities (including, but not limited to, court costs and attorney's fees) arising out of or resulting in whole or in part from my participation in the Activities or any Unauthorized Use. I for myself and anyone entitled to act on my behalf, including, but not limited to my heirs and successors, hereby RELEASE, WAIVE AND FOREVER DISCHARGE the ORC Parties from any and all claims, losses, damages, expenses and other liabilities of any kind arising out of my participation in the Activities or any Unauthorized Use even if such claims, losses, damages, expenses and other liabilities arise out of negligence or carelessness on the part of any or all of the of the ORC Parties or any other participants.

5. Understand that Ocoee Retreat Center does not provide medical insurance to participants in any Activities, and that I am solely responsible for any medical, health or personal injury costs related to my participation in any Activities or in connection with any Unauthorized Use. I further understand and agree that I assume the risk of any medical or physical conditions I may have and I will make said medical or physical conditions known to Ocoee Retreat Center upon arrival on premises that may affect my ability to safely participate in any of the Activities. If a medical emergency involving me occurs during any of the Activities or as a result of any Unauthorized Use, I understand that Ocoee Retreat Center will attempt to contact my emergency contact listed below. If that person cannot be reached or time does not permit, I hereby give permission to Ocoee Retreat Center to contact emergency services for help, and give permission to a licensed physician or other licensed medical provider to provide proper treatment, including but not limited to hospitalization, injection, anesthesia and/or surgery. I hereby RELEASE, WAIVE AND FOREVER DISCHARGE the ORC Parties from any and all claims, liabilities, causes of action, damages, demands, judgments, executions, liens and costs whatsoever in law or equity, including, without limitation, liability for death or bodily injuries to any person or damage to any property resulting from any (i) claims made against medical providers of emergency services under this authorization, or (ii) claims made against the ORC Parties for obtaining emergency medical services for me pursuant to this authorization and waiver. Ocoee Retreat Center strongly advises that all participants have adequate medical insurance coverage before participating in any Activities.

6. Grant and convey to the ORC Parties all right, title and interest I may have in any and all photographs, motion pictures, video recordings, and any other recordings made during or about any of the Activities, and the ORC Parties shall have the right to exploit such recordings throughout the universe, an unlimited number of times, in perpetuity by any and all means and media, now known or hereafter invented.

Participants of Ocoee Retreat Center programs are often encouraged to participate in activities, events, races and other group challenge activities which are run by independent third parties that are not affiliated with Ocoee Retreat Center (the "Other Activities"). Ocoee Retreat Center assumes no responsibility for any such Other Activities and you agree that participation in such Other Activities will be entirely at your own risk, and that you will indemnify, hold harmless and defend the ORC Parties from and against any and all claims, losses, damages, expenses and other liabilities (including, but not limited to, court costs and attorney's fees) arising out of or resulting in whole or in part from your participation in Other Activities.

This Waiver and Release shall be governed in accordance with the substantive and procedural laws of the State of Tennessee without regard to its conflicts of law provisions. All disputes arising hereunder shall be brought in the state courts having jurisdiction in Hamilton County, Tennessee and I hereby consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to me.

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

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

Participant Signature:_____

Print Name:_____

Address:_____

Phone:_____

Emergency Contact Name:_____

Emergency Contact Phone: _____

Group Name _____ Date_____

TO BE COMPLETED IF PARTICIPANT IS A MINOR (UNDER 18)

Consent and Release on Behalf of Minor by Parent/Legal Guardian

I am the parent or legal guardian of the above named minor. I have read and understand this Agreement in its entirety and understand that it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of the Agreement. I also give my consent to the participation in the Activities of the minor.

PRINTED NAME: _____

SIGNATURE: _____ DATE: _____