



Release of Liability

Sky Tavern Liability Release And Express Assumption Of The Risk

PLEASE READ THE ENTIRE CONTENTS OF THIS RELEASE BEFORE ACCEPTING, AS IT HAS A SIGNIFICANT EFFECT ON YOUR LEGAL RIGHTS. THIS RELEASE IS INTENDED TO PROTECT THE RELEASED PARTIES FROM ALL LIABILITY RELATED TO YOUR PARTICIPATION IN RECREATIONAL ACTIVITIES OR PROGRAMS OFFERED AT SKY TAVERN or at remote locations but operated by Project Discovery or Sky Tavern or Sky Agencies. In consideration of Project Discovery, Sky Tavern, City of Reno, Washoe County, Washoe County School District, others partners of Project Discovery and Sky Tavern and their respective employees, officers, owners, directors, and affiliates (hereafter " Sky Agencies") allowing Participant to engage in recreational activities, including, but not limited to, ropes course challenge activities, biking, ice skating, ice hockey, hiking, camping, running, challenge and adventure courses, skiing, snowboarding, terrain park activities, racing and sliding and to utilize equipment and facilities incidental to these activities, it is agreed on behalf of Participant and/or his or her child(ren), heirs, assigns and representatives (hereafter collectively "Participant") that: 1. Notification of Risks: Participant agrees and understands that traveling to and from the Sky Tavern facility and participation in recreational activities, including but not limited to the above, is a HAZARDOUS ACTIVITY (hereinafter "Activity") that can result in serious injury or death. Further, Participant recognizes that there are risks including, but not limited to, variations in terrain and surface conditions, falls, loss of control, collisions with others or with natural and manmade objects, and aerial maneuvers. I recognize that injuries are a common and ordinary occurrence of the Activity. I hereby agree to freely and expressly assume and accept any and all risks of property damage, injury or death to Participant while engaged in the Activity. Further, Participant voluntarily elects to participate in the Activity. 2. Assumption of the Risk and Hold Harmless: Participant assumes all risks which may be associated with and/or result from involvement of Participant in the Activity, and agrees to hold harmless, release, defend and indemnify Sky Agencies of and from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by Participant while engaged in the Activity, including, but not limited to, those injuries and damages caused by the negligence and/or breach of warranty, express or implied on the part of Sky Agencies. 3. Unconditional Release and Covenant Not to Sue: Participant agrees to forever discharge and release from any legal liability and agrees not to sue Sky Agencies for such injuries or property damage caused by or resulting from the Activity. 4. Medical Authorization: Participant authorizes Sky Agencies and/or its authorized personnel to call for medical care for Participant and/or to transport Participant to a medical facility or hospital, if, in the opinion of such personnel, medical attention is necessary. Participant agrees that, upon such transport to any medical facility or hospital, the Sky Agencies shall not have any further responsibility. Further, Participant agrees to pay all costs associated with such medical care and related transportation and indemnify and hold harmless the Sky Agencies from these costs. 5. Forum Selection: Participant agrees that any and all disputes between Participant and Sky Agencies arising from engagement in the Activity, including any claims for personal injury or death, will be governed by the laws of the State of Nevada, and exclusive jurisdiction thereof will be in the State Court of the County of Washoe, State of Nevada. 6. Severability and Enforceability: In the event that any section of this Release is found to be unenforceable, the remaining terms and conditions shall be fully enforceable, and this Release shall be binding to the fullest extent permitted by law. 7. Convicted of a Crime: As an adult I certify that I have not been convicted of a crime involving abuse of children or been adjudicated in any civil proceedings to have abused children. 8. Assumption of the Risk and Waiver of Liability relating to Coronavirus/COVID -19: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state and local governments and federal and state health organizations recommend social distancing and have, in many locations, prohibited or limited the congregation of groups of people. Sky agencies have created new protocols and put in place preventative measures to reduce the spread of

COVID-19; however, Sky Agencies cannot guarantee you or your child(ren) will not become infected with COVID-19. Further, attending any program may increase your child(ren)s risk of contracting COVID-19. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed, or infected by COVID-19 by attending a Sky Agency program, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at a Sky Agency program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Sky Agencies employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense of any kind that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at a Sky Agency program. On my behalf, and on behalf of my child(ren)s, I hereby release, covenant not to sue, discharge, and hold harmless Sky Agencies, its employees, agents, and representatives, of and from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of Sky Agencies, its employees, agents, and representatives, whether a COVID-19 infections occurs before, during, or after participation in any Sky Agency program. IT IS THE INTENTION OF THIS DOCUMENT TO EXEMPT AND RELEASE THE RELEASED PARTIES FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF THE RISK BY READING IT BEFORE I APPROVE IT ON BEHALF OF ALL PARTICIPANTS REGISTERING. All adult participants must approve and parent or guardian must approve for each child under 18. This Release is legally binding for six months from the date signed. Additionally, I hereby grant Sky Agencies permission to use my likeness in any photograph, video, or other digital media, in any and all publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of Sky Agencies and will not be returned. I hereby irrevocably authorize Sky Agencies to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo. I hereby hold harmless, release, and forever discharge Sky Agencies from all claims, demands, and cause of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

Participant or Parent/Guardian Name _____

Date Signed ____/____/____

Signature _____

By my signature above I pledge that I am the legal guardian of the minor's listed below

Minors _____

Minors _____

Minors _____