

Project Discovery Terms of Service

Liability Release and Express Assumption of 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 OR YOUR CHILD(REN)'S PARTICIPATION IN RECREATIONAL/EDUCATIONAL ACTIVITIES OR PROGRAMS OFFERED BY PROJECT DISCOVERY AND/OR SKY TAVERN. In consideration of Project Discovery, Sky Tavern, and the City of Reno and their respective employees, volunteers, officers, owners, directors and affiliates hereinafter known collectively as "Sky Agencies" allowing participant(s) to engage any activities, including, but not limited to: Ropes Course activities, camping, summer camp activities, swimming, hiking, ice skating, ice hockey, rock climbing, rappelling, canyoneering, biking, skiing, snowboarding, terrain park activities, racing, sledding, tubing and to utilize equipment and facilities incidental to those activities it is agreed on behalf of Participant and/or his or her child(ren), heirs, assigns and representatives (hereinafter collectively known as "Participant") that 1. Notification of Risks: Participant agrees and understands that traveling to and from the Sky Tavern facility and participation in recreational/educational activities on or off property supervised by Sky Agencies, including but not limited to the above is a HAZARDOUS ACTIVITY (hereinafter known as "Activity") that can result in serious injury, illness or death. Further, Participant recognizes that there are inherent risks while participating in Sky Agency programs including, but not limited to: falling, drowning, variations in terrain, surface conditions, collisions and aerial maneuvers. I recognize that injuries are a common and ordinary occurrence of activities provided by Sky Agencies. 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 Activity. Further, Participant voluntarily elects to participate in Activity including a photo release in which participant waives all rights to any photographs or videos taken by Sky Agency representatives or other participants. 2. Assumption of 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 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, death or property damage caused by or resulting from or caused by participating in Activity. 4. Medical Authorization: Participant authorizes Sky Agencies and/or its authorized personnel to call for medical care for Participant and/or transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is deemed 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 participation 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 Participant or parent or legal guardian of same, I certify that I have not been convicted of a crime involving abuse of children or been adjudicated in any civil proceedings regarding same. 8. Assumption of Risk and Waiver of Liability relating to Corona Virus or any other disease. I acknowledge the contagious nature of the Corona Virus and other human diseases. Further, attending any Sky Agency programs may increase my child(ren)'s risks of contracting a disease and therefore voluntarily assume the risk that my child(ren) and I may be exposed, or infected by attending a Sky Agency program, and that such exposure or infection may result in personal injury, illness, disability or death. I understand that the risk of becoming exposed to or infected by a disease while involved in a Sky Agency program may result from the actions, omissions or negligence of myself and others, including, but not limited to Sky Agency 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)'s attendance in a Sky Agencies program. On my behalf, and on behalf of my child(ren) I hereby release, covenant not to sue, discharge, and hold harmless Sky Agencies, their employees, volunteers, agents and representatives, of and from the claims including all liabilities, claims, actions, damages, cost and expenses of any kind arising out of or relating thereto. I understand and agree that this release includes all claims and is based on the actions, omissions or negligence of Sky Agencies, their employees, volunteers, agents and representatives. 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 RISK BY READING IT BEFORE I APPROVE IT ON THE BEHALF OF ALL PARTICIPANTS REGISTERING. All adult participants must approve and the parent or legal guardian must approve for each child under 18. This release is legally binding for one year from the date signed.

PARTICIPANT or PARENT/GUARDIAN SIGNATURE _____

PLEASE PRINT ABOVE NAME _____ DATE SIGNED ____/____/____

BY MY SIGNATURE ABOVE I PLEDGE THAT I AM THE LEGAL GUARDIAN OF THE MINORS LISTED BELOW:

