

RELEASE OF LIABILITY AND ASSUMPTION OF RISKS

The undersigned individual desires to use the Knox Rocks mobile rock wall (the "Wall") and/or to participate in trips and/or climbing exhibitions sponsored by or involving Knox Rocks. In consideration for Knox Rocks permitting me to use the Wall and permitting me to participate in the trips and/or climbing expeditions (the "Trips"), and other good and valuable consideration, the legal receipt and sufficiency of which is hereby acknowledged by all parties here to. I have agreed to execute this Release of Liability and Assumption of Risks (the "Release").

I acknowledge that using the Wall, participating in the Trips and participating in other activities sponsored by Knox Rocks involves certain inherent risks, including **the risk of death or serious personal injury**. I agree to assume all such risks, as well as any other risks involved in using the Wall, participating in the Trips or participating in any other activity sponsored by or involving Knox Rocks. I also agree to release, indemnify, save, and hold harmless Knox Rocks and all of its employees, assigns, agents, and representatives, as well as all other persons, corporations or other entities that might have any liability to me (the "Released Parties"), from and against any and all damages, actions, claims and liabilities, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, relating to or arising from any activity, occurrence or event involving my participation in any activities whatsoever conducted, lead, or in any manner affiliated with Knox Rocks. This release is intended to release and discharge the Released Parties from damages, actions, claims and liabilities arising from or related to the negligence of the Released Parties. I further agree to indemnify, hold harmless and defend Knox Rocks from and against any loss, damage, liability and expense, including costs and reasonable attorneys' fees, incurred by Knox Rocks as a result of my or participating in any activity sponsored by or involving Knox Rocks.

The laws of the state of Tennessee shall govern the rights and obligations of the parties to this Release and the interpretation, construction and enforceability thereof. I agree that any lawsuit brought against any Released Parties shall be brought solely in the Circuit Court for Blount County.

In addition, I understand that wearing a helmet while climbing at the Wall is recommended. If I choose not to wear a helmet, I agree to assume all risk of personal injury and death that may occur as a result of not wearing a helmet. Knox Rocks reserves the right to use any photograph taken by Knox Rocks during any activity conducted to be used in Knox Rocks promotional materials, brochures, and website. I hereby release the use of any such photograph containing my image or likeness.

I HEARBY VOLUNTARILY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR OTHER LITIGATION INVOLVING ANY RELEASED PARTY.

THIS RELEASE IS A BINDING LEGAL CONTRACT, PLEASE READ IT CAREFULLY BEFORE SIGNING.

*Please print all of the required information legibly

Today's Date

Participant Name (please print)

Date of Birth

Street Address

City

State

Zip Code

Home Telephone Number

Work Telephone Number

Signature of Participant

Email Address

TO BE SIGNED IF PARTICIPANT IS A MINOR

I represent that I am the parent or legal guardian of the above individual and hereby consent to the individual using the Wall, participating in the Trips and participating in other activities sponsored by Knox Rocks. In consideration for Knox Rocks allowing the above individual to use the Wall, participate in the Trips and participate in the other activities, I agree, personally and on behalf of the individual, to be bound by the terms and conditions of this Release. I further agree to release, indemnify, save, and hold harmless Knox Rocks from and against any loss, damage, liability and expense, including costs and reasonable attorneys' fees, incurred by Knox Rocks as a result of the above individual using the Wall, participating in the Trips or participating in any activity involving Knox Rocks.

Date

Printed name of Parent or Court-Appointed Legal Guardian

Signature of Parent or Court-Appointed Legal Guardian