

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

I, _____, for and in consideration of Florida Institute of Technology, Inc. (hereinafter the "Operator") allowing me to participate in activities on the Florida Institute of Technology Challenge Course (hereinafter the "CHALLENGE COURSE"), for myself and my heirs and next of kin, and any legal and personal representatives, executors, administrators and assigns (hereinafter collectively "My Representatives"), hereby agree to and make the following contractual representations, covenants and agreements pursuant to this Release, Hold Harmless and Indemnification Agreement (hereinafter the "Agreement"):

1. Representations; My Health and Fitness. I hereby represent (a) that I am at least 18 year of age; (b) that I am in good health and in proper physical condition to participate in the CHALLENGE COURSE activities; and (c) that I am not under the influence of alcohol or any illicit or prescription drugs which would impair my ability to safely participate in the CHALLENGE COURSE activities. I acknowledge and agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the CHALLENGE COURSE activities. I further acknowledge and agree that I am solely responsible for my safety and wellbeing at all times and under all circumstances while I am at the CHALLENGE COURSE site.

2. Description of Risks and Dangers. I acknowledge that my participation in CHALLENGE COURSE activities entails both known and unknown risks and dangers, and potential risks and dangers, which are characteristic of, intrinsic to or an integral part of such CHALLENGE COURSE activities, including, but not limited to, slipping or falling on or off equipment; collision with fixed objects or people; imperfect course conditions; having multiple participants participate in the CHALLENGE COURSE activities at one time; land, water and surface hazards; exposure to extreme conditions and circumstances; adverse weather conditions; safety measures which prove inadequate under certain circumstances; equipment failure; the physical or medical condition, fitness or abilities of me and all other participants; skill level differences between me and other participants; and simple or gross negligence or omissions committed by me or other participants. Such risks and dangers could result in, among other things, (a) injuries to me or third parties, including, but not limited to, loss of life, serious bodily injury, permanent disability and paralysis, and (b) loss or damage to equipment and other property.

3. Representations; Health and Fitness. I understand that I am required to abide by all regulations that the Operator may impose regarding the operation and utilization of the CHALLENGE COURSE. I specifically acknowledge that I will be required (a) to listen carefully during any briefing session presented by the CHALLENGE COURSE staff, (b) to follow all safety rules, and (c) to undertake all activities in a responsible manner. IF I AM UNWILLING OR UNABLE TO FOLLOW ANY SAFETY RULES ASSOCIATED WITH THE CHALLENGE COURSE ACTIVITIES, THE CHALLENGE COURSE STAFF SHALL HAVE THE RIGHT TO TERMINATE MY CONTINUATION OF SUCH ACTIVITIES, AND I WILL NOT BE ENTITLED TO ANY REFUND OF MY ADMISSION FEE. I acknowledge that CHALLENGE COURSE staff may be on the course with me and other participants, but that they will remain on the ground to monitor the activity of all current participants. I understand that they are not responsible for their safety of me or any other participants. The Operator shall have no duty, responsibility or liability arising out of the presence or absence of, or monitoring of participants by, CHALLENGE COURSE staff, and that such staff are not responsible for my safety or that of any other participants.

4. Release of Liability. On behalf of myself and My Representatives, I hereby release, waive and covenant not to sue the Operator, its parent, subsidiary and affiliated companies, and their respective officers, directors, trustees, employees, agents and independent contractors (herein collectively the "Released Parties"), with respect to any and all liabilities, claims, demands, causes of action, damages, losses, costs or expenses (including court costs and attorneys' fees) of any kind or nature whatsoever (hereinafter "Liabilities") which may arise out of, result from, or relate in any way to my participation in the CHALLENGE COURSE activities, including without limitation Liabilities related to injuries to my death, or damage to or loss of my property, and including without limitation claims for Liabilities caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for any Liabilities against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from and against any such Liabilities which may be incurred as a result of such claim.

5. Indemnification. I agree to indemnify and hold the Operator and the other Released Parties harmless from any liability, claim, demand, cause of action, loss, cost, damage or expense (including court costs and attorneys' fees), which arises out of, results from or relates in any way to any actual or claimed negligent, intentional or wrongful act or omission by me in connection with my presence at the CHALLENGE COURSE or my participation in CHALLENGE COURSE activities.

6. Medical Authorization; Insurance. I authorize the Operator to administer such first aid measures I may need, and the Operator is able to provide, including the decision to have me transported to a hospital, all of which will be done at my expense. I understand the Operator makes no warranties or representations that the Operator will be able to furnish or perform any first aid measures of any kind in the event of an accident or injury, and I agree that the Operator shall have no duty, responsibility or liability arising out of the provision of, or failure to provide, medical treatment to me. I represent that I have adequate insurance to cover any injury or damage that I may suffer or incur or else I agree to personally bear the costs of such damage or injury. I acknowledge that I will not be covered by the insurance coverage of the Operator.

7. Miscellaneous. I hereby warrant that I am of legal age and authorized to enter into this Agreement, that I have read this Agreement carefully, and that I understand its terms and conditions. I acknowledge that I will be giving up substantial legal rights by signing this Agreement (including without limitation the rights of my heirs, legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and matters, and no verbal representation, statements or inducements have been made a part of this Agreement. I hereby acknowledge and agree that this Agreement is intended to be construed and interpreted as broad and inclusive as is permitted by the laws of the State of Florida. If any portion of this Agreement is found or declared to be invalid or unenforceable, such invalidity shall not affect the remainder of this Agreement not found to be invalid, and the remainder of this Agreement shall remain in full force and effect. I agree that the venue for any action arising out of my participation in the CHALLENGE COURSE activities and this Agreement shall be in Brevard County, Florida.

8. WAIVER OF RIGHT TO TRIAL BY JURY. I AGREE TO WAIVE, AND DO HEREBY WAIVE, THE RIGHT TO A TRIAL BY JURY FOR ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

9. ADVICE OF LEGAL COUNSEL. By executing this Agreement, I acknowledge that I have read this Agreement, understand the contents hereof, have been advised and had the opportunity to seek independent counsel of my choice and certify that I have freely and voluntarily executed this Agreement. I further acknowledge that, but for the execution of this Agreement and agreeing to be bound by the terms hereof, the Operator would not authorize me to participate in the CHALLENGE COURSE activities at the CHALLENGE COURSE.

EXECUTED this ____ day of _____, 20 ____

Participant's Signature

Participant's Printed Name

Contact Information (cell/home#): _____