



Waiver and Release Agreement

I. Participant's Information

_____	_____	_____
First Name	Last Name	Date of Birth
_____	_____	_____
Street Address	City	State Zip
_____	_____	_____
Phone Number	Emergency Contact Number	Email Address

II. Waiver and Release

This Waiver and Release Agreement (this "Waiver and Release") is entered into by the above participant ("Participant") in favor of The Change Center and its agents, owners, members, officers, directors, representatives, assigns, affiliates, volunteers, participants, employees, insurers, sponsoring agencies, sponsors, advertisers and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Change Center").

In consideration of my participation in any way in the Change Center's events and activities, I, the undersigned, acknowledge, appreciate, and agree to the following:

- 1. Assumption of Risk.** The risk of injury from the activities involved in these programs is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist. THEREFORE, FOR MYSELF AND ON BEHALF OF MY CHILD(REN) AND/OR LEGAL WARD(S), HEIRS, ADMINISTRATORS, PERSONAL REPRESENTATIVES AND ASSIGNS (MY "REPRESENTATIVES"), I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (as defined below) or others, and assume full responsibility for my participation.
- 2. Safety.** I accept and will adhere to the Change Center Regulations and Behavior Commitment and any additional rules provided to me by or posted at the Change Center, including, but not limited to, any rules related to the climbing wall or skating rink. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
- 3. Release of Claims.** I acknowledge that the Change Center has a difficult job to perform, and although they may do their best to make the activities safe, they are not infallible. For example,



they might be unaware of a participant’s fitness or abilities, they may give incomplete warnings or instructions, or the equipment being used might malfunction. Accordingly, for myself and on behalf of my Representatives, I HEREBY VOLUNTARILY RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS the Change Center, and if applicable, owners and lessors of premises used to conduct the event (“Releasees”), with respect to any and all injury, disability, death or loss or damage to person, property, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

4. **Right of Publicity.** I irrevocably grant the Change Center the right to photograph, videotape, and/or record me and/or my child(ren) and/or my ward(s), and to use my or my child(ren)’s or ward’s name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.
5. **Ability.** I certify that I am in good physical condition and am physically and psychologically prepared to participate in activities at the Change Center.
6. **Consent to Medical Care; Medical Bills.** I hereby give my consent to the Change Center to provide me, through staff of its choice, customary medical/athletic training attention, transportation and emergency medical services as warranted in the course of my participation and will be responsible for any and all related costs.
7. **Severability, Governing Law, Venue.** I agree that if any portion of this Waiver and Release is found to be void or unenforceable, the remaining document shall remain in full force and effect. I further agree that this Waiver and Release shall be governed by, and interpreted and construed in accordance with, the laws of the State of Tennessee, without regard to conflicts of law principles. I further expressly consent and agree that jurisdiction and venue for any action concerning the enforcement, construction or interpretation of this Waiver and Release shall be in state court in Knox County, Tennessee, or the United States District Court for the Eastern District of Tennessee sitting in Knoxville, Tennessee.
8. **Attorneys’ Fees.** Should the Change Center, or anyone acting on their behalf, be required to incur attorneys’ fees and costs to enforce this Waiver and Release, I, for myself and on behalf of my Representatives, agree to indemnify and hold them harmless for all such fees and costs.

IF THE PARTICIPANT IS LESS THAN 18 YEARS OF AGE, AT LEAST ONE PARENT OR GUARDIAN MUST ALSO SIGN THIS WAIVER AND RELEASE. If only one parent or guardian executes this Waiver and Release, then the undersigned parent or guardian of the Participant hereby covenants, warrants, represents and agrees that he or she is executing this Waiver and Release on behalf of, and as an agent for, any other individual who may be a parent or guardian of the Participant, and that by executing this Release, the undersigned is binding himself/herself, the Participant, and any other parent or guardian of the Participant, and all of their heirs, executors, personal representatives, assigns and estates to this Waiver and Release.

I HAVE READ THIS WAIVER AND RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. PLEASE DELIVER THE SIGNED WAIVER AND RELEASE TO AN AUTHORIZED REPRESENTATIVE OF THE CHANGE CENTER PRIOR TO PARTICIPATION IN ANY ACTIVITIES. FAILURE TO DO SO MAY RESULT IN REMOVAL FROM THE ACTIVITIES.

Participant or Parent/Guardian Signature _____ Date _____

Print Name of Signer _____

