***Summit Adventure Park Charleston Liability Waiver***

***\*This form is only valid if filled out COMPLETELY***

I’ve read and understand all of the terms of this AGREEMENT OF RESPONSIBILITY and I unconditionally accept all the terms, declarations, warranties, notices, and representations.

Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gender: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postal Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth (Month/Day/Year):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Driver’s License State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Driver’s License Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LIABILITY WAIVER FOR MINORS**

1. Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth (Month/Day/Year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gender: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth (Month/Day/Year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gender: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*1 I guarantee and represent that If I am not the parent or legal tutor of the minor, they have given me the authority to execute this Liability Waiver with the knowledge and agreement of the parent or legal tutor of the minor.*

**\* By filling out this document, you accept and agree to all our conditions. Also, you authorize Summit Adventure Park Charleston to transfer your information to our system, so that this waiver will be valid in our system for one year.**

**SC1 Summit LLC DBA Summit Adventure Park Charleston**

**Participant Agreement**

**Liability Waiver**

PARTICIPATION OF THE ACTIVITIES IN A ADVENTURE AND TRAMPOLINE PARK INVOLVES UNFORSEEN RISKS IN WHICH CAN RESULT IN PHYSICAL AND/OR EMOTIONAL INJURY, PARALYSIS, DEATH, OR HARM TO ONESELF OR TO OTHERS. RISKS CAN INCLUDE, BUT ARE NOT LIMITED TO, SLIPPING AND FALLING, BUMPING WITH AN OBJECT AND/OR OTHER PEOPLE WHICH CAN RESULT IN SPRAINS, FRACTURES, BREAKS, SCARPES, BRUISES, DISLOCATIONS AND INJURIES TO THE HEAD, BACK, AND/OR NECK.

In consideration to the services provided by Summit Adventure Park, a company limited to the responsibility of the State of South Carolina, owner and operator of Summit Adventure Park (the “park”) and my desire to participate in the activities and/or services provided by Summit Adventure Park and its individual members, managers, directors, officials, agents, employees, volunteers, representatives, helpers, successors, assignees, affiliated entities, heirs, personal representatives, and any other person or entity claimed through or with them, are considered a part of Summit Adventure Park.

I accept to use the park and its facilities in a safe and responsible way;

I accept to attain to the rules and instructions of the park and the directions that employees and representatives of the park, in which I recognize that (i) these rules, instructions, and directions are to promote the security towards not only myself, but other people as well; (ii) my fault or negotiation to follow these rules, instructions, and directions can lead to the immediate removal of my rights to use the park and its facilities, without any right to a reimbursement to any payment made; (iii) in the event of an illness, accident, or injury, I authorize the employees and representatives of the park to offer emergency medical assistance.

I fully accept to agree, release, and notify Summit Adventure Park Charleston of any claim, action, complaints, judgements, and damages (including compensatory, general, special, constant, exemplary and punitive), responsibilities and obligations of any nature, either known in the moment I am exiting the park or are known after, that occur in account of; or any way it surges or have any connection with: (a) my activities inside the park; (b) the activities of others inside the park; (c) the operation of the park by Summit Adventure Park; (d) the usage of any and all of the facilities and all of the equipment inside the park, either being my property, Summit Adventure Park’s property, or a third party’s property.

I accept to maintain and indemnify Summit Adventure Park Charleston of any loss, responsibility, claims, obligations, costs, damages, and/or any type of expenses, including, but not limited to, any and all lawyer expense, costs, damages, and/or direct or indirect verdict that surges from or is related to my actions or omission while in the participation of any activity in the park.

I will accept all of the risks that accompany the participation of an Adventure and trampoline park and will represent that my participation in these activities is completely voluntary and I am choosing to participate in these activities knowing the risks.

I completely understand that participating in the activities of the park requires physical strength; that means that I (i) have good health to participate in the activities of the park; (ii) do not have any previous physical condition, including, without being limited to, being pregnant, orthopedic problems, including back problems, heart problems, and or respiratory problems, that can affect or worsen with the usage of the park’s facilities; and (iii) will not use the park or its facilities under the influence of any drugs, alcohol, or medications that can affect my physical abilities or my judgement.

I certify that I have some type of insurance that will cover any lesion or damages that I can cause or suffer while I’m participating in the activities inside the park, or if not, I accept to sustain the expenses of said lesions or damages towards myself or others.

I accept any legal procedure that is taken by the State of South Carolina and I accept that the substantive laws of the State of South Carolina will be applied in that action regardless of the conflicts with the laws of this State. I accept that if any portion of this agreement finds itself inapplicable or null, the remaining portions will remain in full effect.

By signing this document, I recognize that if someone gets injured or if any of the park’s property gets damaged during the time of my participation in this activity, I can be found in trial in which they have renounced my rights to maintain a claim against Summit Adventure Park or on the base of any claim in which I have published in this document. I’ve had the sufficient time to completely read this document. I’ve read, understand, and accept to comply to their terms.

I understand and accept that: (i) this Liability Waiver Agreement renounces important legal rights; I am renouncing to these important legal rights voluntarily, freely, under no coercion, no incentive, promise or warranty of being communicated to me; and (iii) my signature is proof of my intentions to execute the Liability Waiver Agreement in its complete and unconditional responsibility to the extent established by the law.

**\*Our limited Summit Adventure Park Staff in occasions will take pictures of the participants inside the park to be uploaded to our social media pages. By signing this document, you are accepting that we can take pictures of your child\***