PARTICIPANT RELEASE OF LIABILITY AND MEDIA USAGE AUTHORIZATION 2021

This agreement ("Agreement") is hereby made between Eagle Sky of the Ozarks (hereinafter "Eagle Sky") and

Participant Name (Please Print) _____ (hereinafter "Participant")

Address:_____ City _____STATE _____ Zip _____

Organization Name: _____

In consideration of being allowed to participate in any program, related events, and activities, INCLUDING BUT NOT LIMITED TO WATER ACTIVITIES, HIKING TRAILS, ROPES COURSE, AND BALL FIELD ACTIVITIES ("Programs") at Eagle Sky, I, the undersigned Participant, acknowledge and agree that:

1. The risk of injury from the activities involved in this program is significant. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist;

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, including that which arises FROM THE NEGLIGENCE OF THE Participant, Eagle Sky, or others, and assume full responsibility for my actions;

3. 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 Eagle Sky official immediately and;

4. I, the Participant, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS EAGLE SKY, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF Eagle Sky or their agents and employees or similar, to the fullest extent permitted by law; and

5. I understand that photographs and video footage taken as a result of participation in the event may be used in Eagle Sky materials, publications and/or posted to the Internet. By signature below, I hereby grant world-wide, perpetual license of my image and agree to waive any right to inspect or to approve the materials that Eagle Sky may choose to publish in any manner.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND that I, BY freely and voluntarily signing this Agreement acknowledge the risk associated with participation.

X_____ _____ _____

Participant's Signature | Age | Date

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE

(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, the undersigned, as a parent/guardian with legal responsibilities for the Participant, hereby do consent and agree to his/her release as stated above, and, for myself, my heirs, assigns, and next of kin, I agree to indemnify and hold harmless Eagle Sky for all incidents involving my minor child's participation in the Programs to the fullest extent permitted by law.

X_____ _____ _____

Parent/Guardian Signature | Date | Emergency Phone Number(s)