



**FOR ADULT AND MINOR (17 YEARS OF AGE AND UNDER OR 18 YEARS OF AGE, STILL IN HIGH SCHOOL & LIVING AT HOME) PARTICIPANTS**

**BRIDGES USA, INC. PROGRAMS**

**PARTICIPANT AGREEMENT, INCLUDING ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & AGREEMENTS OF RELEASE & INDEMNITY**

Please read this document carefully. It contains important information about the programs of BRIDGES USA, Inc., a Tennessee not-for-profit corporation (“BRIDGES”). The document affects the legal rights of all participants, their parents and legal guardians. It must be signed by each adult participant in the program (“Participant”), AND by a Parent or Guardian (each referred to as “Parent”) of each Participant who is a minor. The Parent signs and agrees for himself or herself and on behalf of the Participant.

In consideration of being allowed to participate in these programs, Participant and Parent of a minor Participant acknowledge and agree as follows:

**ACTIVITIES & RISKS**

Programs of BRIDGES include Workforce Development, Bridge Builders®, Team BRIDGES, BRIDGES Challenge, ClimBRIDGES, Team BRIDGES Expeditions and Rock Climbing Classes, conducted by Team BRIDGES on the High Adventure Challenge Course and Rock Climbing Wall and elsewhere. The programs consist of low challenge course activities, high challenge course activities, and artificial rock wall climbing. A challenge course is a network of obstacles, cables, ropes, swings and platforms, some as high as 30 (thirty) feet off of the ground, over which participants may walk and swing, with or without the assistance of other persons. Participants may be assisted (“belayed”) by mechanical friction devices or by other participants or staff, using cables or ropes. These activities require moderate to strenuous physical exertion, balancing, lifting, pulling, pushing and climbing, and reliance on other persons, equipment and man-made structures. The artificial walls may reach heights of 30 (thirty) feet. Some program activities may include moderate hiking on and off established trails. Hazards and risks associated with the activities include, among others, the following: those associated with active recreation in an outdoor setting, including heat, cold, sleet and rain; slippery and uneven footing; falling objects including branches or limbs, poisonous and otherwise harmful insects, animals and plants; the possibility of close personal contact with others, which may include inadvertent and unwelcome touching; the carelessness of other participants and staff, and the failure of structures and equipment, including the failure of mechanical and personal belays; collisions with other people and objects, abrasions from ropes and structures; items dropped by other participants; falls; and the hazards of the premises, indoors and out, at which the program is conducted.

BRIDGES may hire independent contractors to perform certain services in connection with the program. These persons are not employees of BRIDGES, and they, not BRIDGES, are responsible for their acts or omissions, which might cause a loss to a participant or parent.

The hazards and risks described above, and others, are inherent in the program and related activities of BRIDGES and cannot be eliminated without significantly changing the value and nature of the activities. Participant and Parent understand that these and other hazards and risks may result in loss or damage to personal property, and personal injuries, including falls, abrasions, sprains, breaks, and other emotional and physical injuries, and, in extreme cases even death.

Participant and Parent, if Participant is a minor, understand that it is his or her sole responsibility to determine the Participant’s suitability, medical or otherwise, for the activities of the program.

Participant and Parent and minor participant, have read and agree to the rules and regulations of BRIDGES, attached to this document, posted on the premises or otherwise brought to their attention, as well as warnings and instructions posted at the BRIDGES facilities.

**ASSUMPTION OF RISKS**

Participant, and Parent, for himself or herself and for the minor participant, acknowledge and assume all risks of the activities, inherent or otherwise and whether or not described above. If Participant is a minor, Parent has discussed the activities and their risks with the Participant and Parent represents that Participant understands the activities and their risks, including the fact that certain risks cannot be anticipated, and wishes to participate nevertheless.

**AGREEMENTS OF RELEASE AND INDEMNITY**

Participant, if an adult, or Parent, for himself or herself and on behalf of the minor Participant, to the maximum extent allowed by law, agrees to release and hold harmless BRIDGES USA, Inc., and its subsidiary corporations BRIDGES, Inc., BRIDGES Foundation, Inc. and The Work Place, Inc., and their respective owners, directors, officers, employees, agents and contractors (“Released Parties”) from any and all claims which Participant or Parent may now have or acquire in the future, including claims of negligence (but not of gross negligence or intentionally wrongful conduct), as a result of or arising in any way from Participant’s enrollment or participation in this program or any activities of BRIDGES, or moving about the premises on or in which the program or any part of it is conducted.

Adult Participant, or Parent, further agrees to protect and indemnify (that is, pay any judgments, costs, and attorney’s fees) BRIDGES and any other Released Party from any claim (including a claim of negligence but not of gross negligence or intentionally wrongful conduct) of any person, including (but not limited to) rescuers, the minor Participant, other participants in the activities of BRIDGES and members of Participant’s family, arising from Participant’s enrollment or participation in activities of BRIDGES or moving about the premises on or in which the program or any part of it is conducted.

**OTHER**

Adult Participant, or Parent, agrees to reimburse or pay any and all costs of BRIDGES or any other released party associated with defending a claim brought by or on behalf of Participant or Parent, to the extent that claim is dismissed or otherwise found by a court of competent jurisdiction to be without merit. Unless otherwise agreed in writing, any mediation or suit may be conducted or filed only in Shelby County, Tennessee, and the laws of Tennessee will apply to any such dispute, excepting only the laws of Tennessee which may apply the laws of another jurisdiction.

Adult Participant, or Parent, hereby consents to BRIDGES either administering or obtaining medical care for Participant in the event of an injury, illness or accident requiring medical attention during the activities of BRIDGES. Adult Participant or Parent authorizes BRIDGES to exchange with any third-party medical caregiver such information regarding Participant’s medical history or conditions as may be deemed important to either of them. Adult Participant, or Parent, agrees that he or she is solely responsible for any hospital, medical or other costs arising out of an injury or other loss arising from Participant’s participation in activities of BRIDGES. Participant and Parent understand that the activities described herein and all aspects of them are purely voluntary and Participant may choose not to participate.

When you enter a BRIDGES event, you will be entering an area where photography, video and audio recording may occur. You release BRIDGES from any liability and consent to the use of any photographs, video and/or or sound recordings by BRIDGES for any purpose (advertising, websites, etc.) You also waive all rights you may have to any claims for royalties in connection with any use of above materials, throughout the world in perpetuity.

BRIDGES USA, Inc. is not responsible for damaged, lost or stolen items. I agree that I have read and fully understand the rules of the facility, and will abide by those rules and all other rules, instructions, and warnings posted at BRIDGES.

**This agreement is intended to be binding to the fullest extent of the law on Participant and Parent and all who sign below, their estates and executors. If any part of this agreement is deemed by a Court of competent jurisdiction to be unenforceable, the remaining parts of the Agreement will remain in full force and effect. This agreement may be amended only in writing.**

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**PARTICIPANT FIRST/LAST NAME (PRINT) PARTICIPANT EMAIL ADDRESS**

\_\_\_\_\_  
**PARTICIPANT SIGNATURE OR PARENT SIGNATURE IF PARTICIPANT IS A MINOR**

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**EMERGENCY CONTACT FIRST/LAST NAME MOBILE OR BEST NUMBER**

**DATE SIGNED** \_\_\_/\_\_\_/\_\_\_\_ **D.O.B.** \_\_\_/\_\_\_/\_\_\_\_ **MALE**  **FEMALE**

**RACE:**  African-American/Black  Asian  
 Caucasian/White  Hispanic/Latino  
 Native Hawaiian/Pacific Islander  American Indian/Alaskan Native  
 Two or More Races  Other