

# ELEMENTS TO EXCELLENCE, INC.

## Informed Consent

In consideration of Elements To Excellence, Inc. furnishing services and/or equipment to enable me to participate on/in their challenge course, climbing wall, on-site team building program or training program I agree as follows:

- I fully understand that I am participating of my own free will and at no time will be forced to participate in any Elements To Excellence, Inc. activity
- I understand that I will follow all safety considerations for each activity as stated by the instructor/facilitator
- I understand and acknowledge that climbing (on rocks or artificial walls) have inherent risks, dangers, and hazards and such exists in my use of climbing equipment
- I understand that my participation may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial or total paralysis, death or other ailments that could cause serious disability
- I hereby assume all risks and dangers and all responsibility for any losses and/or damages
- I understand that during my participation in any program I may have photographs and/or video images taken of me and these images may be used in a brochure, newspaper article, website, or other marketing methods
- I understand that this form is valid until December 31, 2009
- I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Elements To Excellence, Inc. and its owners, agents, officers, and employees from any and all claims actions, or losses for bodily injury property damage, wrongful death, loss of services or otherwise which may arise out of my use of their climbing equipment or my participation on their challenge course/climbing wall – unless caused by poor maintenance, equipment failure, or negligent employee conduct.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which Elements To Excellence, Inc. or its agents is a party shall be either Fredericksburg, VA Justice Court or the County or Supreme Court in Stafford County, VA. I HAVE READ THE WAIVER AND RELEASE AND BY SIGNING IT AGREE.

\_\_\_\_\_  
Participants Name – Printed

\_\_\_\_\_  
DOB

\_\_\_\_\_  
Today's Date

\_\_\_\_\_  
Signature (**Parent/Guardian if under 18 yrs.**)

\_\_\_\_\_  
Group/Organization

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone