

Navitat-Knoxville Ijams
2915 Island Home Ave.
Knoxville, TN 37920

Aerial Adventure Park Visitor Agreement

(Including Assumption of Risk and Agreements of Release and Indemnification)

Please read this document carefully. It must be signed by all adult (18 years of age and older) visitors to the aerial adventure park owned and operated by Navitat-Knoxville Ijams, LLC and located in Knoxville, Tennessee ("the Park"). "Visitors" as used in this Agreement includes participants in the activities of the Park, trainees, group and individual chaperones, observers and others on the premises of the Park. If a Visitor is a minor (under 18 years of age), his or her parent or legal guardian (each referred to in this Agreement as "Parent") must sign, for himself or herself and on behalf of the minor. Parents are urged to consult with legal counsel regarding the permissible scope of a Parent's authority to sign on behalf of his or her child. A Parent, or a chaperone appointed by the Parent, shall accompany all Visitors under the age of twelve, as directed by staff.

In consideration of the services of Navitat-Knoxville Ijams, LLC, I, an adult Visitor and/or Parent, for myself and, to the maximum extent allowed by law, on behalf of the minor Visitor for whom I sign below, acknowledge and agree as follows:

ACTIVITIES: This Agreement applies to all aspects of a visit to the Park, including participation in the aerial tour described below, and other activities, such as events or services provided, sponsored, authorized or allowed by the Park. Visitors are allowed to move about the premises on which the Park is located and in and around guest buildings, and to hike on designated trails, complying with all posted signage and placards and instructions given by the Park staff. Visitors may be transported to activity sites and elsewhere in vehicles operated by the Park staff. Participants in the aerial tour, assisted by personal protective equipment (including harnesses, lanyards and pulleys) and methods approved by the Park, will move across uneven and sometimes steep terrain, climb stairs or ladders or other structures to access high platforms, and traverse from platform to platform by means of high ropes course elements, zip lines, suspension bridges, sky--bridges, rappels (controlled descent by rope), and other ropes course elements at heights of up to 100 feet. Visitors may engage in other activities, supervised and not supervised.

RISKS: The property on which the Park is located is remote and includes rocky and wooded terrain, cliffs, ravines, and creek beds which may be home to potentially harmful plants and animals, including but not limited to snakes, ticks, and poisonous plants. Structures and personal protective equipment, including harnesses, lanyards, pulleys, ascension devices, belay devices and lowering devices, may fail. Other Visitors and Park staff may act carelessly, including failure to adequately secure safety equipment. Environmental, including weather, hazards may cause illness and injury. The activities of the Park, moving about its premises and transportation to, from and upon the premises will expose visitors to falls, collision with other persons and fixed objects, scrapes, bruises, stings, broken bones, sprains, neurological damage, shock, and, in extraordinary cases, death. Circumstances may cause emotional upset, including hurt feelings, panic, or other psychological trauma. Other risks will be encountered and injuries may occur in spite of efforts taken by the Park staff to prevent them. The risks described above, and others, are inherent in a visit to the Park and cannot be eliminated without changing the nature of the activities and the value and appeal of the visit.

Further, I am advised that if I am sick or feeling that I am getting sick, or if I am a member of a high risk group, it has been requested by Operator that I stay at home, and not participate in the activities of the zip line tours, including those activities described above. Further, I am fully aware of the general recommendations of the CDC as it regards social distancing, hand washing and disinfection. I am aware that older adults and persons with underlying health conditions are considered to be in a high risk group, and therefore are at increased risk of severe illness and complications from COVID-19. Examples of underlying health conditions include heart disease, lung disease, diabetes, people with weakened immune systems, and people who are pregnant. The CDC recommends that people in high-risk groups consult with their healthcare provider about attending any functions or gatherings where participants will be in close proximity to each other. I am also aware that the Activities described above, are ones where, from time to time during the activity, there will be close contact/proximity with other persons, and also contact with surfaces that other persons (who possibly may be infected with COVID-19) have come in contact with in an outdoor adventure environment.

ASSUMPTION OF RISKS: I, an adult Visitor, am knowingly and willingly choosing to participate in the activities of the Park, including those described above, and including transportation and moving about the premises of the

Park. I acknowledge and voluntarily assume ALL the risks of my visit, inherent and otherwise, and whether or not they are described above. If the Visitor is a minor, I, Parent, have discussed the activities and risks with him or her, the minor child understands them and wishes to participate in the visit and activities nevertheless, and I consent to such participation.

Further, by signing this Agreement, I acknowledge that I am aware of the contagious nature of COVID-19, and the risks mentioned above regarding COVID-19, and voluntarily assume the risk that I, or the minor child for whom I sign, may be exposed to or infected by COVID-19 by participating in the Activities described above, and that such exposure or infection may result in personal injury, illness, permanent disability, and death, and which exposure may result in all of such consequences affecting every other person I, or the minor child for whom I sign, comes in contact with after exposure. In assuming this risk, I understand that the risk of becoming exposed to or infected by COVID-19 at the Premises may result from the actions, omissions, or negligence of Operator and others, including, but not limited to, employees, agents, and representatives and other zip line tour participants, or customers, invitees or guests of Operator or its employees at the Premises, or their families.

REPRESENTATION ON AUTHORITY OF SIGNATORIES: In signing this Agreement, I represent and warrant that I am duly authorized and have legal capacity to execute and deliver this Agreement. By executing this Agreement on behalf of a minor child or ward, I represent and warrant that I am the parent of the minor child, legal guardian of the minor child, or otherwise have the authority to execute this Agreement on behalf of the minor child. I further acknowledge that Navitat-Knoxville Ijams, LLC is reasonably relying on my representation that I have the legal capacity to execute and deliver this Agreement and that any misrepresentation made may subject me to civil and personal liability.

AGREEMENTS OF RELEASE AND INDEMNITY: I, an adult Visitor and/or Parent of a minor Visitor (Parent, for myself and, to the maximum extent allowed by law, on behalf of my minor child or ward for whom I sign), hereby agree to release and agree not to sue Navitat-Knoxville Ijams, LLC, its members, owners, directors, staff, volunteers and independent contractors, and owners of the property on which the Park is located ("Released Parties") from any and all liability for any loss, damage, expense or injury, including death, that I, or my minor child or ward, may suffer, arising from or in any way related to my (or the minor's) visit to the Park, including transportation, participation in Park activities and the use of its premises and facilities. I further agree to hold harmless and indemnify (that is, defend and pay, including costs and attorney's fees) the Released Parties and each of them from liability for any claim, including damage to property or personal injury and death, by whomever it might be brought, including me, my minor child or ward, a member of my or the minor child's family, a co-participant or otherwise, arising from or in any way related to my (or the minor's) visit to the Park, including transportation, participation in Park activities and the use of its premises and facilities. These agreements of release and indemnity include claims arising from the negligence (but not the gross negligence or intentionally wrong conduct) of a Released Party.

I understand and agree that this release includes any such claims based on the actions, omissions, or negligence of the Operator, its employees, agents, and representatives, or their respective families as the cause of COVID-19 infection(s), whether a COVID-19 infection occurs before, during, or after participation in any of the Activities described above. I also understand and agree that in the event I, or the minor child for whom I sign, are the cause of any such COVID-19 infection(s), whether a COVID-19 infection occurs before, during, or after participation in the Activities described above (and notwithstanding whether I, or the minor child for whom I sign, had knowledge of his, her or their COVID-19 infection at the time it was contracted by a third party), the hold harmless and indemnification I agree to above in favor of the Released Parties shall extend to any claim, including damage to property or personal injury and death, based thereon, by whomever made.

OTHER: I, an adult Visitor and/or Parent of a minor Visitor (for myself and on behalf of a minor for whom I sign) further acknowledge and agree as follows:

1. Chaperones, either individually appointed or accompanying groups of minor Visitors, must familiarize themselves with policies of the park including those regarding chaperones. These policies are posted in all Guest areas and on the website. Chaperones are responsible for supervision of minors participating in the aerial tour. A chaperone must be immediately available to provide comfort and assurance to a child who might need emotional support, on the aerial tour or otherwise, and to make medical decisions on behalf of the child if necessary. The Park is not responsible for the acts or omissions of chaperones providing such supervision and assistance.

2. I authorize Park staff to either administer or obtain emergency medical care for me, or for the minor child, in the event of an illness or injury, and I agree to be responsible for all costs related to that care, including transportation.
3. I hereby grant permission to the Park staff to use any photographs or video taken of me or the minor visitor while on Park premises for any promotional purpose, without compensation.
4. I have read, understand and will comply with the Visitor Requirements displayed and furnished to me by the Park and have correctly responded to all requests for information.
5. I agree that the substantive laws of the state of Tennessee (but not those laws which may apply the laws of another jurisdiction) shall govern this Agreement and any dispute, regarding this Agreement or otherwise, between me, or the minor Visitor, and a Released party. Venue of any suit shall lie exclusively in a state or federal court of proper jurisdiction in Knox County, Tennessee, to the jurisdiction of which court visitor consents.
6. I agree that should any part of this Agreement be determined to be invalid by a court with proper jurisdiction, all other portions of this Agreement not so determined shall nevertheless remain valid and in full force and effect.
7. I acknowledge that I have carefully read this Agreement and that I understand the terms set forth herein. I have further explained the terms of this Agreement to any minor child on behalf of whom I am signing this Agreement. No oral representations, statements, or inducements, apart from the foregoing written Agreement have been made. This Agreement contains the entire agreement between the parties, I am aware that by signing this Agreement I am waiving the rights described above, which I (or the minor on whose behalf I sign), or my (or the minor's) heirs, next of kin, executors, administrators, assigns and representatives may have in the event of an injury or other loss.
8. This Agreement will apply to the visit or visits occurring on the date provided below and to future visits, provided that a new agreement may be executed at a later time, pertaining to visits on that date and thereafter.

PLEASE COMPLETE THE FOLLOWING REQUIRED FIELDS:

FULL NAME OF THE VISITOR: _____

DATE _____

BIRTH: _____

City: _____

State: _____

Zip: _____

OF

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EMAIL: _____

ADDRESS: _____

PHONE: _____

FULL NAME OF PARENT OR LEGAL GUARDIAN SIGNING ON BEHALF OF MINOR CHILD (if applicable): _____

RELATIONSHIP TO CHILD: _____

DATE OF BIRTH: _____

City: _____

State: _____

Zip: _____

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EMAIL: _____

ADDRESS: _____

PHONE: _____

Signature of Adult Visitor, or Parent of minor

Date

Signature of Chaperone (If applicable)

Date