

## PINNACLE LEADERSHIP CENTER

### General Assumption of Risk, Waiver of Liability, Release, and Covenant Not To Sue

**By signing this document, you will waive certain legal rights.  
Please read carefully!**

#### **Medical Evaluation**

I certify that I am in good physical condition and able to use the facilities and equipment and to participate in activities available at the Pinnacle Leadership Center in Kensington, NH (the "CENTER"). I understand that it is advisable to obtain medical evaluation and my doctor's approval prior to initiation of exercise or engaging in the activities available at the CENTER.

#### **Potential Risks and Hazards**

Outdoor adventure activities are exciting, challenging and both physically and mentally demanding. Some activities may be stressful and possibly hazardous. The programs at the CENTER provide goal-oriented activities offering participants an opportunity to explore new behaviors related to trust, teamwork and leadership capabilities. These activities may include field games, low elements a few feet high that are constructed of rope, cable, and wood, and high elements that require safety equipment, or rock climbing. All activities are supervised by instructors who have been specifically trained in the operation and safe practices of challenge courses or rock climbing. Our philosophy is Challenge by Choice, meaning participants agree to choose their own level of challenge and agree not to be coerced by instructors or other participants.

The CENTER has taken precautions to provide proper equipment and qualified instructors. It is impossible, however, to guarantee absolute safety. While it is the aim and responsibility of the program and instructor to provide me with an enjoyable, educational, and safe experience, I realize there is a degree of risk and personal responsibility for safety when I participate in adventure activities. I will receive instruction in safe up-to-date practices and safety techniques related to all elements and activities and be supervised throughout the program, and will call hazardous situations to the leader's attention.

**Serious injuries can occur.** By consenting to participation, I assume all risks incidental to use of the course and activity, including the possibility of bruises and other more serious injuries. The specific risks vary from one activity to another, but the risks range from (1) minor injuries such as scratches, bruises, and sprains, to (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions, to (3) catastrophic injuries including paralysis and death.

#### **Voluntary Participation**

I am fully aware of the risks and hazards connected with use of the CENTER, whether specifically listed here or not, and I hereby voluntarily elect to use the facilities at CENTER, knowing that the use of the facilities at CENTER may be hazardous to my person and property. I understand that qualified CENTER staff is available to assist me in learning to use exercise equipment safely. Qualified staff is also available to consult with me about my personal exercise program and special fitness objectives or limitations. I understand that if I have questions about possible hazards, it is my responsibility to seek additional information from the CENTER prior to signing this document.

**Assumption of Risk, Waiver of Liability, Release, and Covenant Not To Sue**

In consideration for being permitted to use the CENTER facilities, I voluntarily agree for myself, my family, heirs, executors, and administrators to the following:

**1. TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, OR PERSONAL INJURY, INCLUDING DEATH** that may be sustained by me, or any loss or damage to property owned by me, as a result of using the CENTER facilities.

**2. TO RELEASE, WAIVE, INDEMNIFY, HOLD HARMLESS, AND DISCHARGE** the CENTER, Grand Circle Holdings, LLC; Grand Circle, LLC; Grand Circle Corporation; Grand Circle Foundation; Alan Lewis; Harriet Lewis; Kensington Leadership Center Trust; Kensington Investment Company, Inc., and their respective directors, officers, agents, employees, members, trustees, affiliates, subsidiaries, consultants, independent contractors, servants, successors and assigns (hereinafter referred to as "releasees") from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever, that I might now have or may acquire in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while using the CENTER facilities including, but not limited to, any claim that the act or omission complained of was caused in whole or in part by the negligence or carelessness of the releasees.

**Governing Law**

The laws of the Commonwealth of Massachusetts shall govern this Agreement, without regard to the conflicts of laws or principles thereof, and any and all disputes, claims or litigation arising from or related in any way to this Agreement or any provisions herein will be resolved exclusively in the state and federal courts located in Boston, Massachusetts.

**Acknowledgement of Understanding**

**I HAVE READ THIS WAIVER AND RELEASE, WHICH CONSISTS OF TWO PAGES, FULLY UNDERSTAND ITS TERMS, UNDERTSAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVAVLID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.**

I further certify that: I am at least eighteen (18) years of age and fully competent; or that I am under eighteen (18) years of age, and my parent/ guardian is also signing individually and on my behalf and we both agree to be bound by the terms of the agreement.

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Parent/Guardian Signature (if participant is under 18):** \_\_\_\_\_

\*\*\*If you should have any questions about the hazards and risks associated with the CENTER or with this document, you should contact the CENTER.