

Elevate Terms, Conditions and Restrictions

- Kingfisher and Osprey Course participants must be 56” tall. Mockingbird course participants must be between 48” and 60” tall.
- Maximum participant weight for any Elevate course is 275 pounds. Participation in any activity featured at Elevate may be dependent upon passing a weigh-in immediately before the scheduled reservation. Failure of, or refusal to participate in, the weigh-in will result in termination of the reservation without refund.
- All climbers must appropriately fit into climbing harnesses. Maximum waist size is 48”, and maximum thigh size is 26”.
- All participants must successfully complete an Elevate Ground School Training session before EVERY participation on any course.
- Closed-toe secured footwear is required to participate on all courses (no sandals, flip-flops, crocs, slippers, etc.)
- Children 12 and under, should they meet minimum height requirements, are required to climb with an adult on the Kingfisher and Osprey UPGRADE courses.
- Late arrivals are not guaranteed climbing access on the course.
- No refunds will be granted once a guest has completed the Ground School Training.
- If a participant exits the course at any time prior to completion, they may not re-enter the course and no refunds will be granted.
- Anyone who appears to be under the influence of drugs or alcohol may not participate in any Elevate activity and will be asked to leave the premises.
- Personal climbing equipment/gear is not allowed.
- Each guest or an authorized guardian for children under 18 years of age must complete an Elevate Release of Liability form prior to entering any course or activity.
- Elevate reserves the right to close the aerial challenge course(s) or any other activity at Elevate at any time due to inclement weather or other conditions that are deemed to be unsafe for guests and/or participants.
- CELL PHONES ARE PROHIBITED on any of the aerial challenge courses. Please make appropriate arrangements for these and other personal items before entering the course. Elevate, LLC may not be held responsible for lost, damaged or stolen personal items.
- Elevate reserves the right to remove anyone who disregards the terms, conditions and restrictions or who appears to be unable to safely complete the course. Refunds will not be granted if such action is required.

Climbing Cancellation and Rescheduling

Any reserved activity cancellation requires no less than 48 hours' notice. Cancellations inside 48 are not eligible for rescheduling. Cancellation notification received outside the 48 hour condition can be rescheduled to a new date and time subject to availability.

Group and Event Booking Policies

- To book an organizational event, payment of a non-refundable 50% deposit is required.
- Dates will not be held without a deposit payment.
- Final payment of all program fees must be made in full no later than 14 days before the day Event.
- Bookings made within 14 days of the scheduled date require full payment upon booking.

Group and Event Booking: Final Headcount and Payment

- Guaranteed headcount and full payment is due no later than 14 days in advance of the scheduled event.
- If you wish to increase the number of participants after the guaranteed headcount is provided, you may request an increase, which Elevate will honor subject to our ability to accommodate such increase.

Your guaranteed headcount is considered a guaranteed minimum number of participants, and no refunds/rescheduling will be issued if fewer participants attend. **For cancellations made no less than 14 days before scheduled date:**

- Deposit amount can be credited towards a future Elevate program.
- No refunds will be given on booking deposit.

For cancellations made fewer than 14 days before the scheduled date:

- A 50% cancellation fee will be applied to amount paid.
- Any remaining amount can be used towards a future Elevate program.
- No refunds will be given on booking deposit or other payments towards full program fee.

Cancellation due to Weather or other Condition:

- Elevate reserves the right to conduct normal course operations regardless of weather conditions.

- All decisions on whether to operate the courses at Elevate on any day are at Elevate LLC's sole discretion.

In the event that a specific reserved date or time slot is either canceled by Elevate or not available due to weather or other condition, or (if applicable) less than 1/2 of the Elevate course activities were completed prior to closing the Elevate courses, we will provide alternative options and work with you to reschedule.

You are not entitled to a refund as a result of such a cancellation, however, if other options or rescheduling is not feasible, Elevate may provide a refund at its discretion. In no event shall you be entitled to receive any additional costs, expenses, or other losses or damages of any type you may have incurred in planning for any scheduled date.

Fitness and Conduct

The courses, and other activities at Elevate, are physical activities. Individuals should consult with their medical provider if they have any question(s) about their physical ability to participate in any Elevate course or program.

Due to the inherent dangers in some of the more physical elements, such as climbing and using the Elevate courses, all participants must be able to, and must follow, all staff instructions. Elevate's staff may at any time remove individuals from the course and/or premises entirely if they fail to follow staff instructions, put themselves or others in danger, or engage in any other abusive, harassing, threatening or inappropriate behavior.

No refunds will be given upon removal from the Elevate course and/or the premises.

Credit Card Authorization

If paying with a credit card, you are hereby stating that you are the authorized cardholder, or that you have been authorized by the cardholder to use the credit card. In the event the credit card is dishonored, rejected or later contested for any reason, you agree to pay the amount indicated on the order form to Elevate.

You agree to Elevate LLC's use of electronic records to evidence this agreement, including retention of your credit card information. You understand that you have the right to not consent to the use of electronic records by canceling this transaction. In such event, this will be null and void. Your consent applies only to this transaction. You hereby waive any objection you may have to Elevate LLC's use of electronic records in court should it be necessary for Elevate to enforce these Terms.

Termination by Elevate and Refund:

Elevate reserves the right, in its sole discretion, to terminate your transaction and purchase of services for any reason. In such an event, Elevate will refund any amounts paid by you for unused and terminated services, as determined in the sole discretion of Elevate. If, however, the termination is due to your breach of these Terms, you will not be entitled to any refund whatsoever.

Limitation on Liability and Indemnification:

RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OR CLAIMS & INDEMNIFICATION AGREEMENT FOR PARTICIPATION AT ELEVATE RED CREEK (ELEVATE, LLC)

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement

In consideration of being allowing to use the facilities and participate in Guided Zip Line/Aerial Adventure Park and other activities (collectively the “Activities”) provided by Elevate, LLC (the “Host”), the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant’s participation in the Activities or the sue of any equipment provided by the Host (“Equipment”), including while receiving instruction and/or training;
- 2) **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents and officers from all liability for any loss, damage, injury, death or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer,

arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

Photography/Video Release

Participant hereby grants to the Host, its representatives, and employees the right to take **photographs/videos of Participant** in connection with the Participant's participation in the Activities. Participant hereby authorizes the Host to copyright, use and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

Personal Responsibility

The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant's participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host's Equipment and facilities before any participation.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her *surroundings*.

If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes the Participant's personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

Governing Law:

These Terms are governed by and shall be interpreted in accordance with the laws of the State of Mississippi, excluding its conflict of laws provisions. Any dispute under or in connection with this transaction shall be subject to the exclusive jurisdiction and venue of the state and federal courts within George County, Mississippi. You hereby waive any objection you may have to personal jurisdiction in such courts. In the event you default on these Terms and legal action is required as a result, you agree to pay to Elevate all of its costs, fees and expenses, including reasonable attorney's fees arising from such breach.