

**TEAMWORK ADVANTAGE, INC**  
**PO BOX 82**  
**DELAND, FL 32721**  
**844-BE-A-TEAM**

**RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT FOR MINORS – FRONT PAGE**

I, \_\_\_\_\_, the parent or legal guardian of \_\_\_\_\_, whose date of birth is \_\_\_\_\_ (hereinafter the “Minor”), for and in consideration of TEAMWORK ADVANTAGE, INC. (hereinafter the “Operator”) allowing the Minor to participate in TEAMWORK OR TRUST ACTIVITIES and on the TEAMWORK ADVANTAGE LEADERSHIP REACTION AND OBSTACLE COURSE (hereinafter the “LRC OBSTACLES”), for myself and on behalf of the Minor, and the Minor’s parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators and assigns (hereinafter collectively “My Representatives”), hereby agree to and make the following contractual representations, covenants and agreements pursuant to this Release, Hold Harmless and Indemnification Agreement (hereinafter the “Agreement”)

**1. Representations - Health and Fitness:** I hereby represent (a) that I am the parent or legal guardian of the Minor; (b) that the Minor is in good health and in proper physical condition to participate in the in TEAMWORK OR TRUST ACTIVITIES and on the LRC OBSTACLES; and (c) that the Minor is not under the influence of alcohol or any illicit or prescription drugs which would impair the Minor’s ability to safely participate in TEAMWORK OR TRUST ACTIVITIES and on the LRC OBSTACLES. I acknowledge and agree that it is my sole responsibility to determine whether the Minor is sufficiently fit and healthy enough to participate in the TEAMWORK OR TRUST ACTIVITIES and on the LRC OBSTACLES. I further acknowledge and agree that I am solely responsible for the Minor’s safety and wellbeing at all times and under all circumstances while the Minor is at the TEAMWORK ADVANTAGE TRAINING SITE and the LRC OBSTACLES.

**2. Description of Risks and Dangers:** I am aware of and fully understand the risk and inherent dangers involved in participating in TEAMWORK OR TRUST ACTIVITIES and on the LRC OBSTACLES. I understand that the Minor’s participation involves risks and dangers which include, without limitation, (a) the potential for serious bodily injury, permanent disability, paralysis and loss of life; (b) loss or damage to equipment and/or property; (c) exposure to extreme conditions and circumstances; (d) contact with other participants, spectators and natural or manmade objects; (e) dangers arising from weather conditions; (f) imperfect course conditions; (g) land, water and surface hazards; (h) inadequately safety measures; (i) equipment failure; (j) participants of varying skill levels; (k) situations beyond the control of the Operator; and (l) other undefined, not readily foreseeable and presumably unknown risks and dangers (hereinafter collectively the “Risks”). I understand that these Risks may be caused in whole or in part by, among other causes, the Minor’s own actions or inactions, by the actions of others participating in TEAMWORK OR TRUST ACTIVITIES and the LRC OBSTACLES, or by the negligent acts or omissions of the Released Parties (as defined below). On behalf of the Minor, I hereby assume the Risks and agree to be responsible for any and all losses, costs, damages or expenses which may arise out of the Minor’s participation in TEAMWORK OR TRUST ACTIVITIES and the LRC OBSTACLES,

**3. Compliance and Conduct.** I understand that the Minor is required to abide by all regulations, rules, and procedures that the Operator may impose regarding the participation in TEAMWORK OR TRUST ACTIVITIES and the operation and utilization of the LRC OBSTACLES. I specifically acknowledge that the Minor will be required (a) to listen carefully during the mandatory briefing session presented by the TEAMWORK ADVANTAGE staff, (b) to follow all safety rules, and (c) to undertake all activities in a responsible manner. IF THE MINOR IS UNWILLING OR UNABLE TO FOLLOW ANY SAFETY OR OTHER RULES AND PROCEDURES ASSOCIATED WITH THE TEAMWORK OR TRUST ACTIVITIES AND LRC OBSTACLES, THE TEAMSWORK ADVANTAGE STAFF SHALL HAVE THE RIGHT TO TERMINATE THE MINOR’S CONTINUATION OF SUCH ACTIVITIES, AND THE MINOR WILL NOT BE ENTITLED TO ANY REFUND OF HIS OR HER ADMISSION AND PARTICIPATION FEE.

**4. Additional Stipulations:** I acknowledge that TEAMWORK ADVANTAGE staff may be on the course with the Minor and other participants, but that they will remain on the ground to monitor the activity of all current participants. I understand that they are not responsible for their safety of the Minor or any other participants. The Operator shall have no duty, responsibility or liability arising out of the presence or absence of, or monitoring of participants by, TEAMWORK ADVANTAGE staff, and that such staff are not responsible for the Minor’s safety or that of any other participants.

**5. Release of Liability:** On behalf of the Minor and myself, I hereby release, waive and covenant not to sue the Operator, its parent, subsidiary and affiliated companies, and their respective officers, directors, trustees, employees, agents and independent contractors (herein collectively the “Released Parties”) with respect to any and all liabilities, claims, demands, causes of action, damages, losses, costs or expenses (including court costs and attorneys’ fees) of any kind or nature whatsoever (hereinafter “Liabilities”) which may arise out of, result from, or relate in any way to the Minor’s participation in the TEAMWORK OR TRUST ACTIVITIES and on LRC OBSTACLES, including without limitation liabilities related to injuries to or the death of the Minor, or damage to of loss of the Minor’s property, and including without limitation claims for Liabilities caused in whole or in part by the negligent acts or omissions

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of the Released Parties. On behalf of the Minor and myself, I further agree that if, despite this Agreement, the Minor, or anyone on the Minor’s behalf, makes a claim for any Liabilities against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from and against any such Liabilities which may be incurred as a result of such claim.

**6. Indemnification.** On behalf of the Minor and myself, I agree to indemnify and hold the Operator and the other Released Parties harmless from any liability, claim, demand, cause of action, loss, cost, damage or expense (including court costs and attorneys’ fees), which arises out of, results from or relates in any way to any actual or claimed negligent, intentional or wrongful act or omission by the Minor in connection with my presence at the TEAMWORK ADVANTAGE TRAINING SITE or my participation in teamwork or trust activities and on the LRC OBSTACLES.

**7. Medical Authorization – Insurance:** I authorize the Operator to administer all first aid measures the Minor may need, and the Operator is able to provide, including the decision to have the Minor transported to a hospital, all of which will be done at my expense. I understand the Operator makes no warranties or representations that the Operator will be able to furnish or perform any first aid measures of any kind in the event of an accident or injury, and I agree that the Operator shall have no duty, responsibility or liability arising out of the provision of, or failure to provide, medical treatment to the Minor. I represent that I have adequate insurance to cover any injury or damage that the Minor may suffer or incur or else I agree to personally bear the costs of such damage or injury. I acknowledge that the Minor will not be covered by the insurance coverage of the Operator.

**8. Miscellaneous:** I hereby warrant that I am of legal age and authorized to enter into this Agreement, that I have read this Agreement carefully, and that I understand its terms and conditions. I acknowledge that I will be giving up substantial legal rights by signing this Agreement (including without limitation the rights of the Minor, the Minor’s parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and matters, and no verbal representation, statements or inducements have been made a part of this Agreement. I hereby acknowledge and agree that this Agreement is intended to be construed and interpreted as broad and inclusive as is permitted by the laws of the State of Florida. If any portion of this Agreement is found or declared to be invalid or unenforceable, such invalidity shall not affect the remainder of this Agreement not found to be invalid, and the remainder of this Agreement shall remain in full force and effect. I agree that the venue for any action arising out of the Minor’s participation in TEAMWORK OR TRUST ACTIVITIES and on the LRC OBSTACLES and this Agreement shall be in Seminole County, Florida.

**9. Advice of Legal Counsel:** By executing this Agreement, I acknowledge that I have read this Agreement, understand the contents hereof, have been advised and had the opportunity to seek independent counsel of my choice and certify that I have freely and voluntarily executed this Agreement. I further acknowledge that, but for the execution of this Agreement and agreeing to be bound by the terms hereof, the Operator would not authorize the Minor to participate in the TEAMWORK OR TRUST ACTIVITIES and on the LRC OBSTACLES at the TEAMWORK ADVANTAGE TRAINING SITE.

**10. NOTICE TO THE MINOR CHILD’S PARENT OF LEGAL GUARDIAN:** Read this form completely and carefully. You are agreeing to let your MINOR child engage in a potentially dangerous activity – TEAMWORK AND TRUST ACTIVITIES AND LRC OBSTACLES. You are agreeing that there is a chance your child may be seriously injured or killed by participating in this activity because there are numerous dangers inherent in the activity. By signing this form, you are giving up your child’s right and your right to recover from the owner and operator of the TEAMWORK AND TRUST ACTIVITIES AND LRC OBSTACLES in a lawsuit for any personal injury, including death, to your child, or any property damage, that results from the risks that accompany this activity. You have the right to refuse to sign this release, and the operator of the Teamwork and Trust Activities and LRC obstacles has the right to refuse to let your child participate if you do not sign this release.

**11. Media Release:** I hereby consent to and authorize the use and reproduction by Teamwork Advantage, Inc. of any photographs, videotape and sound recordings taken of my son or daughter during this program for any media or marketing use (Circle if no): NO

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Parent/Guardian Phone (cell/home): \_\_\_\_\_

Parent/Guardian Email: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Printed Name (full): \_\_\_\_\_  
Participant Phone (cell/home): \_\_\_\_\_

Participant Email: \_\_\_\_\_