

ASSUMPTION OF RISK & RELEASE OF CLAIMS

STAMP (for office use only):

A. By Participant (16-17 year old):

THIS IS A VERY IMPORTANT DOCUMENT. YOU MUST READ IT BEFORE SIGNING. THIS DOCUMENT CONTAINS A RELEASE OF CLAIMS. IF YOU SIGN IT, YOU WILL BE RELEASING THE COMPANY FROM ALL CLAIMS.

1. I, (print first and last name) _____

_____ am m/f _____

and wish to participate in the Treetop Adventure/Junior course ("the Activities") organized by Adventure Forest LLC, its affiliates, and subsidiaries (collectively "the Company") on the date of completion of this form.

2. I am at least 16 years old (print date of birth) _____.

3. I UNDERSTAND THAT THE ACTIVITIES CONSIST OF A SUBSTANTIAL AND PHYSICALLY TESTING AERIAL OBSTACLE COURSE. I UNDERSTAND THAT THIS IS A HIGH RISK ACTIVITY AND THAT I MAY SUFFER PERSONAL INJURY INCLUDING DEATH. I VOLUNTARILY AGREE AND CONSENT TO PARTICIPATE IN THE ACTIVITIES AND ACCEPT AND ASSUME ALL RISKS, ASSOCIATED WITH THE ACTIVITIES, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE PERSONS RELEASED FROM LIABILITY BELOW, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.

4. I agree to participate in the Activities only to the extent of my skill level and physical and medical condition. I understand that I am solely responsible for determining which Activities, if any, I can participate in based on my skill level and physical and medical condition. I do not have a physical or medical condition which might have the effect of making it more likely that I be involved in an accident resulting in injury to myself or others.

5. I agree to undertake the Activities in accordance with the written Rules of Participation that I have received with this document and the oral instructions given to me before undertaking the Activities. I agree to wear my harness with safety lines ("the Safety System") as instructed and agree to ensure that I am attached to the Safety System with at least one safety line at all times when above the ground.

6. I acknowledge and agree that I am responsible for my own safety and the safety of my possessions while undertaking the Activities and acknowledge that I will not be supervised by any Company personnel. If I participate in the Activities I represent that I am doing so of my own free will and only after I have received and understood instruction on the Rules of Participation, the Safety System, and my obligations in undertaking the Activities.

7. I, ALONG WITH MY HEIRS AND PERSONAL REPRESENTATIVES, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE COMPANY, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, SUCCESSORS, LANDOWNERS, PARK ENTITIES (THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION; COUNTY OF JAMES CITY, VA; CONSOLIDATED CITY OF INDIANAPOLIS DEPARTMENT OF PARKS AND RECREATION, IN; COUNTY OF ALLEGHENY DEPARTMENT OF PARKS, PA; THE STATE

OF DELAWARE; ST. LOUIS COUNTY, MO; THE CITY OF NORTH MYRTLE BEACH, SC; SHELBY FARMS PARK CONSERVANCY, TN; THE STATE OF NORTH CAROLINA AND THE COUNTY OF WAKE, NC; CLEVELAND METROPOLITAN PARK DISTRICT, OH; THE CITY OF NEW BRITAIN, CT; FOREST PRESERVE DISTRICT OF COOK COUNTY, IL) AND THEIR AGENTS, DEPARTMENTS, SUCCESSORS, AND ASSIGNS ("RELEASEES") FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING FROM THE RELEASEES' NEGLIGENCE, SUCH ADOLESCENT'S PARTICIPATION IN THE ACTIVITIES AND/OR PRESENCE ON COMPANY PROPERTY/ COURSE AREA INCLUDING ANY PHYSICAL OR EMOTIONAL INJURY, INCLUDING DEATH, OR DAMAGE TO HIS/HER PROPERTY.

8. This Assumption of Risk and Release of Claims Agreement shall be governed under the laws of the State of Maryland. Any legal action arising hereunder shall be brought and decided by the Courts situated in the location of the Activities. However, in the event of a claim in Delaware, then Delaware law shall govern. The substantially prevailing party shall be entitled to an award of its fees and costs (including attorneys' fees) to be paid by the non-prevailing party. If the Court finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effectuate the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

I HAVE READ THIS RELEASE OF CLAIMS AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTANDING THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Please fill out this section on the date of your adventure.

signature _____

print name _____

date _____

address _____

email _____

phone _____

Keep up with the tribe! We'd love to send you the latest news, exclusive discounts and stories to inspire you to live life adventurously. Check the box to sign up.



ASSUMPTION OF RISK & RELEASE OF CLAIMS

B. By Parent or Legal Guardian:

THIS IS A VERY IMPORTANT DOCUMENT. YOU MUST READ IT BEFORE SIGNING. THIS DOCUMENT CONTAINS A RELEASE OF CLAIMS. IF YOU SIGN IT, YOU WILL BE RELEASING THE COMPANY FROM ALL CLAIMS YOU AND ANY ADOLESCENTS FOR WHICH YOU HAVE SIGNED FOR MAY HAVE.

1. I, (print first and last name) _____

_____ am the parent or legal guardian of the adolescent listed in section A, who is at least 16 years of age or, if I am not the parent, legal custodian and/or guardian of such adolescent, I am authorized by the adolescent's parent(s), legal custodian and/or legal guardian(s) to act on behalf of such adolescent including signing this Assumption of Risk and Release of Claims on behalf of the adolescent. I authorize such adolescent's participation in the Activities organized by the Company.

2. I UNDERSTAND THAT THE ACTIVITIES CONSIST OF A SUBSTANTIAL AND PHYSICALLY TESTING AERIAL OBSTACLE COURSE. I UNDERSTAND THAT THIS IS A HIGH RISK ACTIVITY AND THAT THE ABOVE ADOLESCENT MAY SUFFER PERSONAL INJURY INCLUDING DEATH. I VOLUNTARILY AGREE AND CONSENT TO THE ADOLESCENT'S PARTICIPATION IN THE ACTIVITIES AND ACCEPT AND ASSUME ALL RISKS ASSOCIATED WITH THE ACTIVITIES, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE PERSONS RELEASED FROM LIABILITY BELOW, AND ASSUME FULL RESPONSIBILITY FOR SUCH ADOLESCENT'S PARTICIPATION.

3. ON BEHALF OF THE ADOLESCENTS LISTED IN SECTION A, HIS/HER HEIRS AND PERSONAL REPRESENTATIVES, I HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE COMPANY, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, SUCCESSORS, LANDOWNERS, PARK ENTITIES (THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION; COUNTY OF JAMES CITY, VA; CONSOLIDATED CITY OF INDIANAPOLIS DEPARTMENT OF PARKS AND RECREATION, IN; COUNTY OF ALLEGHENY, DEPARTMENT OF PARKS, PA; THE STATE OF DELAWARE; ST. LOUIS COUNTY, MO; THE CITY OF NORTH MYRTLE BEACH, SC; SHELBY FARMS PARK CONSERVANCY, TN; THE STATE OF NORTH CAROLINA AND THE COUNTY OF WAKE, NC; CLEVELAND METROPOLITAN PARK DISTRICT, OH; THE CITY OF NEW BRITAIN, CT; FOREST PRESERVE DISTRICT OF COOK COUNTY, IL) AND THEIR AGENTS, DEPARTMENTS, SUCCESSORS, AND ASSIGNS ("RELEASEES") FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING FROM THE RELEASEES' NEGLIGENCE, SUCH ADOLESCENT'S PARTICIPATION IN THE ACTIVITIES AND/OR PRESENCE ON COMPANY PROPERTY/COURSE AREA INCLUDING ANY PHYSICAL OR EMOTIONAL INJURY, INCLUDING DEATH, OR DAMAGE TO HIS/HER PROPERTY.

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I HAVE READ THIS RELEASE OF CLAIMS AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTANDING THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

signature

print name

date

address

email

phone

