

# TREE TO TREE ADVENTURE PARK AT THE CAPE MAY COUNTY ZOO

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*Please read this document carefully. It must be signed by all participants in programs of Tree to Tree Adventure Park at the Cape May County Zoo. If the participant is a minor (under 18), at least one parent or guardian (parent and guardian being referred to as Parent) must also sign, as evidence of their agreement to these terms and conditions on their own behalf and on behalf of the minor participant. References in this agreement to "I" or "we" refer to all who sign below, unless otherwise indicated.*

## **PARTICIPANT AGREEMENT**

### **(Including Acknowledgment and Assumption of Risk, Agreements of Release and Indemnity, and Other Provisions)**

In consideration of the services of Tree to Tree Adventure Park at the Cape May County Zoo organized and existing under the laws of the State of New Jersey (referred to in this document as "Tree to Tree Adventure Park") I, Participant and Parent of a minor participant, acknowledge and agree, for myself and on behalf of a minor participant for whom I sign, as follows:

#### **Activities and Risks**

I understand that the challenge course activities conducted by Tree to Tree Adventure Park, the structures and premises on which they are conducted and related equipment, may expose participants to certain risks. The activities require moderate physical exertion, and include a variety of games and initiatives, high and low challenge course elements (a variety of structures over, through and on which participants may be asked to walk, swing or climb, with or without the assistance of staff or co-participants) and associated challenge course climbing activities. Certain of the challenge course activities may be conducted as high as 80 feet off the ground.

Among the hazards and risks of the activities and use of the premises and equipment are the following: falls; abrupt and possibly harmful contact with structures, objects, and persons; anxieties and fears associated with heights; close contact with other participants; carelessness and misjudgments on the part of participants and the staff of Tree to Tree Adventure Park, including the failure to follow proper procedures, instructions and the operating policies of Tree to Tree Adventure Park; the failure of structures and equipment; and the unpredictable forces of nature including weather and potentially harmful insects such as, but not limited to, bees and mosquitos. Participants may experience an increased heart rate and other symptoms of anxiety and stress due to physical exertion, reliance on other participants, and a fear of heights or of being unprotected or falling. Injuries associated with participation in this program may include breaks, sprains, strains, bruises and other contusions and in extreme cases, emotional upset, anxiety and even death. I understand that if I tamper with or damage a Tree to Tree Adventure Park harness in any way, including by urination, I will be required to pay for the harness but I will not be allowed to keep the harness.

I understand that there may be times during the training day in which participants will not be supervised by Tree to Tree Adventure Park, and that Tree to Tree Adventure Park has no responsibility for participants during those times, for the general condition of the premises on which the activities are conducted, nor for any activity on such premises other than, to the extent provided below, the actual training activities.

The description of these risks above is not complete and other unknown or unanticipated risks may result in property loss, injury or death. Engaging in these activities may require a degree of skill and knowledge different from other activities with which participants may be familiar. Participants have responsibilities for managing the risks to themselves and others. The training activities are instructional in nature and participants are expected to expand and challenge their skills and judgment. Participants must follow all instructions in relation to safety gear and procedures including but not limited to; not tampering with any gear, always being properly attached to safety belay cables, zip lining in a straight line, and keeping all hands and feet off the zip line cable. Participant and Parent acknowledge that participation in this activity is purely voluntary, and with full knowledge of the inherent and other risks.

#### **Acknowledgment and Assumption of Risks**

Understanding the nature of the activities and their risks, and that other risks may be encountered, I acknowledge and expressly assume all risks of the Tree to Tree Adventure Park activities, whether or not described in this document, known or unknown and inherent or not. If I am the Parent of a minor participant, I have discussed the activities and risks with the child, who chooses to participate nevertheless. I take full responsibility for any injury or loss, including death, which I, or the minor for whom I sign, may suffer, arising in whole or part out of my, or the minor's, enrollment or participation in the activities of Tree to Tree Adventure Park.

#### **Release and Indemnity**

If I am an adult Participant or the Parent of a minor Participant, I hereby agree, for myself and on behalf of the minor participant for whom I sign below, TO RELEASE AND NOT TO SUE Tree to Tree Adventure Park, its owners, members, directors, managers, officers, agents, employees and volunteers, ("Released Parties"), with respect to any and all claims of injury, disability, death, or other loss or damage to person or property suffered by me or by the child, arising in whole or part

from my or the child's enrollment or participation in the training or any related activity. In addition, I agree TO INDEMNIFY (that is, defend and satisfy by payment or reimbursement, including costs and attorneys' fees) Released Parties from any claim of loss, injury or death, brought by or on behalf of the child for whom I sign, a co-participant in the activities, a rescuer, a member of my, or the minor child's, family, or anyone else, arising out of or in any way related to a loss suffered by me or the child, or caused by me or the child. These agreements of release and indemnity include loss or damage caused or claimed to be caused in whole or in part by the negligence of a Released Party, but not intentional wrongs or the gross negligence of a Released Party.

**Additional Provisions**

I, an adult Participant or Parent of a minor Participant, authorize Tree to Tree Adventure Park to provide or obtain for me, or for the minor, such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such care and related transportation. Tree to Tree Adventure Park and any third party medical care giver are authorized to exchange medical information concerning my, or the minor's, medical condition. Any dispute between a Released Party and Parent or Participant will be governed by the substantive laws of the State of New Jersey (not including laws which might apply the laws of another jurisdiction), and any mediation or suit shall take place only in that state, in Cape May County. Should any dispute not be settled by mitigation, I agree to submit the dispute to binding arbitration under the rules established by the presiding judge of Cape May County, New Jersey. I will pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by me, or by or on behalf of the minor participant, if the claim or suit is withdrawn or to the extent a court or mediator determines that the Released Party is not responsible for the claimed injury or loss.

I hereby give my permission and consent to the taking of photographs, videotapes, and other images of me, or the child, and agree that such images may be published and otherwise used by Tree to Tree Adventure Park for advertising, promotion, publicity, or such other purpose as it deems appropriate, without compensation to me or to the child. There are no phones, cameras, headphones, horseplay or foul language permitted while participating in activities at Tree to Tree Adventure Park. There is no smoking on the property.

This agreement is entered into voluntarily, and after careful consideration. Its terms cannot be supplemented or amended except in writing. I understand and agree that it is binding, to the fullest extent allowed by law, upon all persons signing below, their respective heirs, executors, administrators, wards, minor children (whether or not they are Participants) and other family members. If any part of this agreement is found by a Court or other appropriate authority to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.

**A helmet is available if desired. Please initial here if you wish to decline use: \_\_\_\_\_**

Today's Date \_\_\_\_\_

|                              |   |              |
|------------------------------|---|--------------|
| (Participant's Name - Print) | (Participant's or Guardian's Signature) | (Birth Date) |
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