

# **The Adventure Park at Storrs Participant Agreement**

## **(Including assumption of risks and agreements of release and indemnity)**

Please read this document carefully. It must be signed by all adult (eighteen years and older) participants in the climbing, zip line and other activities at The Adventure Park at Storrs, owned and operated by The Adventure Park at Storrs, LLC ("The Park"). If the participant is a minor, at least one parent or legal guardian (parent and guardian being referred to in this document as Parent) must sign, as evidence of their agreement to these terms and conditions, for themselves and on behalf of the minor participant. If the minor is not accompanied by a parent or guardian, the signature of either must be verified by a photo copy of the Parent's valid driver's license. In the absence of a parent or guardian, or the verified signature of either, another adult accompanying and responsible for the minor participant on the premises of the Park must sign. **IMPORTANT:** This "Other Responsible Adult" agrees, among other things, to protect the Park and others from claims of the minor child and members of the child's family, as set forth at the "Release and Indemnity" and "Additional Provisions" sections, below.

In consideration of the services of the Park, I, an adult participant, parent of a minor participant (for myself and on behalf of that minor participant) or, in the absence of a parent of a minor participant, "Other Responsible Adult" understand, acknowledge and agree as follows:

### **Activities and Risks**

The Park consists of more than 60 platforms installed in trees and connected by various configurations of cable, wood and rope to form bridges and zip lines over which participants will move at heights of up to 65 feet; Park activities are self-guided. They require balance, agility, focus and strength in varying degrees as one moves through the course.

Participants in the activities share the responsibility with staff for compliance with safety procedures, including the use of a safety harness. The harness must not be removed or loosened – for any reason – while participant is off of the ground. Should the harness loosen or be removed while on the ground, the Participant must have the harness fit checked by staff prior to reentering a course. Staff must be notified if a harness loosens or safety clips do not function as described in an orientation. Before engaging in the activities, participants must read and understand all instructions, posted or otherwise conveyed, receive specific training in using the harness and other safety equipment, and understand and accept the risks involved. The Park may deny or terminate participation, or remove visitors from the premises at any time in its sole discretion.

Among the hazards and risks of the activities and use of the premises and equipment of the Park are the following: sometimes uneven terrain; falls and abrupt and possibly harmful contact with other persons, structures and objects (fixed and moveable); carelessness and misjudgments of participants and staff of the Park, including by failing to follow proper procedures, instructions and the operating policies; the failure of structures and equipment; and the forces of nature, predictable and unpredictable. Participants may experience an increased heart rate and other symptoms of anxiety and stress due to, among other things, heights, physical exertion and reliance on others. Injuries may include breaks, sprains, strains, bruises and other contusions and in extreme cases emotional upset, anxiety and even death. These risks are inherent in the activities and premises of the Park; that is, without them the experience would materially change and lose its value and appeal. The description of risks above is not complete and other unknown or unanticipated risks, inherent and otherwise, may be encountered.

### **Assumption of Risks**

If I am an adult participant or Parent, I hereby acknowledge the risks described above and their inherency, and that other risks, inherent and otherwise, may be encountered. I expressly assume all the risks of enrollment and participation in the activities and moving about the premises of the Park, inherent or not, and whether or not described above. If I am the Parent of a minor participant, or "Other Responsible Adult", as described above, I have discussed the activities and risks with the minor child who understands and accepts them.

**Release and Indemnity**

If I am an adult participant or Parent (for myself and on behalf of the minor participant) I agree to release and not to sue The Adventure Park at Storrs, LLC, Outdoor Venture Group, LLC, and their respective owners, members, officers and staff (“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, if applicable, arising in whole or part from my (or the child’s) visit to the premises of The Park or participation in any Park activity.

In addition, if I am an adult participant or Parent or Other Responsible Adult I agree to indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorney’s fees) Released Parties from any claim of injury, disability, death, or other loss or damage to person or property, brought by me or by or on behalf of the child, 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**

If I am an adult participant or Parent, I acknowledge and agree to the following additional provisions:

The Park does not have medical personnel or treatment available to visitors. I hereby authorize and grant permission to the Park to secure emergency medical treatment for myself, or, if I am the Parent, the minor child, if necessary. I represent that I, or the minor child who is a participant, has no medical or health condition which might cause me, him or her to be a danger to ourselves or to others. I agree to be responsible for all costs of medical care, including transportation, for myself, or the child. I am, or the child is, covered by adequate medical health insurance to provide for any medical costs that may be incurred.

I consent to the reproduction and use by the Park of photographs, videos and other images and sound recordings of me, or the minor, without compensation, for advertising or other purposes; and I release the Park and other Released Parties from liability for any violation of any personal and/or proprietary right I or the child may have in connection with such reproduction or use.

If I am an adult participant or Parent, or Other Responsible Adult, I agree that any dispute between a Released Party and a participant or Parent or Other Responsible Adult will be governed by the substantive laws of the State of Connecticut (not including laws which might apply the laws of another jurisdiction), and any mediation or suit shall take place only in that state, and in Tolland County or the next nearest county in which a court of competent jurisdiction is located. 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. This agreement, which consists of this and the preceding one page, will apply to my, or the child’s, participation in activities at the Park, until and including December 31, 2018, unless earlier replaced or cancelled in writing.

If any term or provision of this Agreement is held by a court or proper jurisdiction to be illegal, unenforceable or in conflict with any governing law, the validity of the remaining portions of the Agreement shall not be affected thereby.

Participant’s Name \_\_\_\_\_, Age (if minor) \_\_\_\_\_, DOB \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Emergency Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Emergency Contact email (required): \_\_\_\_\_

Name of Adult Participant, Parent or Other Responsible Adult Signing below:

**(Print)** \_\_\_\_\_ Date: \_\_\_\_\_

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

