

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 participants (eighteen years and older) in the climbing and zip line activities at The Adventure Park at Storrs' ("the Park"). If the participant is a minor (younger than eighteen years of age), 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 on their own behalf 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 that person'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 to protect the Park and others from claims of the minor child, as set forth at the "Release and Indemnity" and "Additional Provisions" sections, below.

In consideration of the services of The Adventure Park at Storrs, LLC, a Limited Liability Company organized and existing under the laws of the State of Connecticut I, an adult participant, parent of a minor participant (for myself and on behalf of that minor participant) or "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 and require balance, agility, focus and strength in varying degrees as one moves through the course. Degrees of difficulty are indicated by a color code

Participants share the responsibility with staff for compliance with safety procedures, including the use of a safety harness. Harnesses must not be removed or loosened – for any reason – and staff must be notified if a harness loosens or safety clips do not function as expected. 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 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: falls and abrupt and possibly harmful contact with other persons, structures and objects (fixed and moveable); carelessness and misjudgments on the part of participants and the staff of the Park, including by failing to follow proper procedures, instructions and the operating policies; the failure of structures and equipment; and the unpredictable forces of nature. 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 may be encountered.

PRINT NAME OF CLIMBER: _____

Assumption of Risks, Release and Indemnity

I hereby acknowledge that these risks exist and are inherent to the activities. I expressly assume all the risks of enrollment and participation in the activities, inherent and otherwise and whether or not described above. If I am the Parent of a minor participant, or an "other responsible adult", as described above, I have discussed the activities and risks with the child, who chooses to participate nevertheless. If I am an adult Participant or the Parent of a minor Participant, for myself and to the extent allowed by law, on behalf of the minor child,

I further agree to indemnify (that is, defend and protect), release and agree not to sue The Adventure Park at Storrs, LLC, its owners, members, officers and staff ("Released Parties") with respect to any loss or injury I, or the child, may suffer in connection with my or the child's enrollment or participation in the activities and moving about the premises on which they are conducted, including claims of negligence (but not of gross negligence or intentionally wrongful conduct) of a Released Party. If I am an "other responsible adult", I agree to the indemnity described above, with respect to claims of the child.

Additional Provisions

I, an adult participant or parent, understand and agree that the Park does not have medical personnel or treatment available to Participant. I hereby authorize and grant permission to the Park to secure emergency medical treatment for Participant, if necessary. I represent that the participant has no medical or health condition which might cause him or her to be a danger to himself or herself, or to others. I agree to be responsible for all costs of medical care, including transportation, for myself, or the child. Participant is covered by adequate medical health insurance to provide for any medical costs that may be incurred.

Any dispute between a Released Party and participant, 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 Fairfield 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.

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 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 _____

Email: _____

Emergency Contact: _____, Emergency/Cell Phone: (____) _____

Name of Adult Participant, Parent or Other Responsible Adult signing for minor:

(Print) _____ Date: _____

Signature: _____