



STAMP:	
BRIEF TIME	INSTRUCTOR

ASSUMPTION OF RISK & RELEASE OF CLAIMS

MINOR PARTICIPANTS – TO BE COMPLETED 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 CHILDREN YOU SIGN FOR MAY HAVE.

1. I, (print first and last name) _____ am the parent and/or legal guardian of the child(ren) listed below who is/are under 18 years old. If I am not the parent, and/or legal guardian of such child(ren), I am authorized by such child(ren)'s parent(s) and/or legal guardian(s) to act on their behalf and that of such child(ren) including signing this Assumption of Risk and Release of Claims. I wish that such child(ren) participate in one or more of the following activities organized by Go Ape Lums Pond LLC on the date below: Treetop Adventure course, Treetop Discovery course, the Treetop Journey course (including Nights at Height and or Frights at Height options), Monkey Drop and or Forest EscAPE (the "Activity" or the "Activities"). As used herein, Go Ape Lums Pond LLC, its parents and its subsidiaries, and/or their affiliates shall be referred to collectively as the "Company" or "Go Ape."

"Participant" or "Child(ren)" shall be the child(ren) identified below:

full name	date of birth	age
full name	date of birth	age
full name	date of birth	age
full name	date of birth	age

In consideration of the Child(ren)'s participation in the Activit(ies), I agree to the following:

2. I certify that I am at least 18 years old and am aware of the weight, height, age, and medical restrictions of the applicable Activit(ies) in which the Children are participating and confirm that the Child(ren) meet such requirements and is/are in reasonably good medical condition. I understand that failure to abide these restrictions can create a significant increase of risk of harm to the Child(ren), other participants, and employees of Go Ape.

3. I understand that participation in the Activit(ies) exposes the Child(ren) to certain risks. The risk of personal and property injury, including, among others, permanent disability and death exists by reason of the potential for slips, falls, trips, collisions and contact with other participants or staff and fixed or moving objects or equipment, falling objects, moving about Activit(ies) grounds including at times of low visibility, exposure to the elements or environmental conditions, exposure to scare events and scare actors, heart attacks or other cardiovascular events, seizure or other medical condition from exposure to flashing lights or other visual patterns, negligent acts of Go Ape, latent or apparent defects or conditions of equipment supplied by Go Ape, failure of structures and equipment, unpredictable forces of nature, and otherwise. A number of these risks are inherent in

nature and cannot be changed without changing the essential nature and educational and other values of the Activit(ies). I understand that the description of risks is not complete and that other known and unknown risks may result in injury, illness or death.

BY EXECUTION OF THIS AGREEMENT, I ACKNOWLEDGE MY UNDERSTANDING OF THE RISKS AND DANGERS OF THE ACTIVIT(IES), AND THE NATURE OF THE TREETOP ADVENTURE, TREETOP DISCOVERY, AND TREETOP JOURNEY COURSES (INCLUDING THE NIGHTS AT HEIGHT AND OR FRIGHTS AT HEIGHT OPTIONS) AS SUBSTANTIAL AND PHYSICALLY TESTING AERIAL OBSTACLE AND ZIP LINE COURSES; THE NATURE OF THE MONKEY DROP AS A PHYSICALLY TESTING AERIAL AND FREEFALL OBSTACLE; AND THE NATURE OF FOREST ESCAPE AS A PHYSICALLY CHALLENGING OUTDOOR ACTIVITY INVOLVING, AMONG OTHER THINGS, TRAVERSING NATURAL GROUNDS. I UNDERSTAND THAT THESE ARE HIGH-RISK ACTIVIT(IES) AND THAT THE CHILD(REN) MAY SUFFER PERSONAL INJURY INCLUDING DEATH. ON BEHALF OF MYSELF AND THE CHILD(REN), I KNOWINGLY AGREE TO ACCEPT AND ASSUME ALL RISKS AND LIABILITIES ASSOCIATED WITH THE ACTIVIT(IES), BOTH KNOWN AND UNKNOWN.

4. I agree to allow the Child(ren) to participate in the Activit(ies) only to the extent of their respective skill level(s) and physical and medical condition(s). I have investigated and am familiar with the nature of the Activit(ies) and acknowledge that I am solely responsible for determining which portion of the Activit(ies), if any, such Child(ren) can participate in based on these and other factors. Such Child(ren) does/do not have a pre-existing injury or underlying physical or medical condition that would increase the likelihood of injury, illness or death as the result of participation.

5. I agree that Go Ape shall not be responsible for the safety of the Child(ren) or that of his/her possessions while undertaking the Activit(ies). I understand and agree that they will not be supervised by any Company personnel during the Activit(ies) or otherwise. I acknowledge that the Child(ren) are responsible for adhering to Go Ape's applicable written Safety Rules of Participation, which are available online and or at the Activit(ies). I represent that the Child(ren) is/are participating in the Activit(ies) freely and that the Activit(ies) is/are elective in nature, and I have the ability to simply choose not to permit the Child(ren)'s participation.

6. On behalf of myself and the Child(ren), I grant to Go Ape the right to take **photographs/videos of the Child(ren)** in connection with their participation in the Activit(ies), and convey all right, title and interest in and to the same to Go Ape. I authorize Go Ape to copyright, use, and publish the same in print and/or electronically, and agree to its use for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content. I authorize Go Ape to use my email below for promotional and other commercial purposes unless and until I opt-out by writing to info@goape.com. I have read and agree to Go Ape's privacy policy available at <https://goape.com>.

7. ON BEHALF OF MYSELF AND THE CHILD(REN), OUR HEIRS AND PERSONAL REPRESENTATIVES, I HEREBY RELEASE GO APE, ITS OWNERS, AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, SUCCESSORS, LANDOWNERS, PARK ENTITIES, AND EACH OF THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, PARENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS; AND THE STATE OF DELAWARE AND ITS COMMISSIONERS, AGENTS, REPRESENTATIVES, CONTRACTORS, ELECTED OFFICIALS, APPOINTEES, EMPLOYEES, AND ASSIGNS ("RELEASEES") FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS, **ARISING FROM THE CHILD(REN)'S PARTICIPATION IN THE ACTIVIT(IES) AND/OR PRESENCE ON COMPANY PROPERTY/COURSE OR ACTIVIT(IES) AREA** INCLUDING ANY PHYSICAL OR EMOTIONAL INJURY, INCLUDING DEATH. THIS WAIVER AND RELEASE OF LIABILITY DOES NOT WAIVE AND SHALL NOT BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY TO THE EXTENT SOVEREIGN IMMUNITY IS PERMITTED BY LAW.

Initial _____
Date _____

8. ON BEHALF OF MYSELF AND THE CHILD(REN), OUR HEIRS AND PERSONAL REPRESENTATIVES, I AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS, **ARISING FROM THE CHILD(REN)'S PARTICIPATION IN THE ACTIVIT(IES) AND/OR PRESENCE ON COMPANY PROPERTY/COURSE OR ACTIVIT(IES) AREA** INCLUDING ANY PHYSICAL OR EMOTIONAL INJURY, INCLUDING DEATH.

9. This Assumption of Risk and Release of Claims Agreement shall be governed under the laws of the State of Delaware. Any legal action arising hereunder shall be brought and decided exclusively by the Courts situated in Delaware. 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.

SIGNATURE _____

PRINT NAME _____

ACTIVITY DATE _____

STREET ADDRESS _____

CITY, STATE, ZIPCODE _____

EMAIL _____

PHONE _____

Initial _____

Date _____