



TreeTop Adventures at the Irish Cultural Centre at Canton, MA Participant Agreement (Including assumption of risks and agreements of release and indemnity)

All climbers at *TreeTop Adventures* at the Irish Cultural Centre at Canton, MA must complete this waiver and participation agreement.

Important: For safety reasons children under the age of 7 are not allowed to climb. The safety systems used here and course design are inappropriate for anyone under 7. Misrepresenting your child's age will put them at risk.

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 TreeTop Adventures at the Irish Cultural Centre at Canton, MA owned and operated by Fitness Adventures, LLC, a Rhode Island limited liability company (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.

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

Activities and Risks

The Park consists of more than 130 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 50 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 re-entering 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 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 distress, 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 anticipated risks, inherent and otherwise, may be encountered.

Assumption of Risks

If I am an adult participant or Parent, I hereby acknowledge that I understand and accept the risks described above and their inherency, and that other risks, inherent and otherwise, may be encountered. I expressly assume all the risks of being enrolled and participating 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 or Guardian of a minor participant, 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/Guardian (for myself and on behalf of the minor participant), I agree to release and not to sue Fitness Adventures, LLC (a Rhode Island limited liability company doing business as TreeTop Adventures at the Irish Cultural Centre of Canton, MA , and the Irish Cultural Centre of Canton MA, 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 minor participant, if applicable, arising in whole or part from my (or the minor participants) visit to the premises of The Park or participation in any Park activity.

In addition, if I am an adult participant or Parent I agree to indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorneys fees) the 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 a minor participant, a co-participant in the activities, a rescuer, a member of my, or the minor participants family, or anyone else, arising out of or in any way related to a loss suffered by me or the minor participant or caused by me or the minor participant.

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 participant, if necessary. I represent that I, or the minor 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 minor participant. I am, or the minor participant is, covered by adequate medical health insurance to provide for any medical costs that may be incurred.

I consent to the reproduction by Fitness Adventures LLC, doing business as Treetop Adventures, of photographs, or the minor, without compensation, for advertising or other purposes; and I release The Park and every other Indemnified Party from liability or 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 I agree that any dispute between a Released Party and a participant or Parent will be governed by the substantive laws of the Commonwealth of Massachusetts, and any mediation or suit shall take place only in the Commonwealth, and in Norfolk 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.

If any portion 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.



Climber's Last Name: _____

Field Trip Group: _____

Field Trip Date: _____

Participant's name: _____

Participant's Date of Birth: _____ Age: _____

Participant's Address: _____
Street Name & Number City State Zip

Emergency Contact: _____
First Name Last Name

Emergency Contact Phone Number: _____

Parent/Guardian Name: _____
First Name Last Name

Parent(s) or court- appointed legal guardian(s) must sign for any participating minor (Those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth

Parent/Guardian Signature: _____

Date: _____