# Participant Agreement and Liability Waiver for Adventure Park

I understand and agree that the Adventure Park Tour which I will participate in presents certain risks and dangers including, but not limited to, acts of God, the hazards of traveling in unsafe ~~or politically unstable~~ areas or under unsafe conditions, ~~the dangers of civil disturbances and war,~~ the forces of nature, dangers and risks inherent in sporting activities.

However, I shall release Adventure Park and its agents, employees, associates, affiliated companies, or subcontractors, its agents, employees, officers, directors, associates, affiliated companies, or subcontractors, from any liability.

 I also understand that my participation entails known and unanticipated risks that could result in physical injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: cuts, bruises, or abrasions, and concussions; hitting the bottom of the ocean; sprains, strains, broken bones, paralysis, even death; exposure to poisonous and/or carnivorous sealife; and accidental drowning.

The Adventure Park shall not be responsible for any injuries, damages, or losses caused to any participant in connection with any of the above activities, mechanical or construction failures or difficulties, outside The Adventure Park’s control. Participant assumes complete and full responsibility for their Participation.

In consideration of, and as a part of the payment for, the right to participate in such treks, tours, expeditions, or other activities and as a part of the payment for, the services arranged for me by The Adventure Park and its agents, employees, associates, affiliated companies, or subcontractors, I DO HEREBY EXPRESSLY ASSUME ALL OF THE ABOVE RISKS, including, to the extent permitted by law, the risk of negligent or reckless acts or omissions of The Adventure Park, its agents, employees, officers, directors, associates, affiliated companies, or subcontractors, and I DO HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD The Adventure Park and its agents, employees, officers, directors, associates, affiliated companies, and subcontractors, HARMLESS against any and all liability, actions, causes of action, debts, suits, claims, and demands of any and every kind and nature whatsoever which I now have or which may hereafter arise out of or in connection with my trip or participation in any activities arranged for me by The Adventure Park and its agents, employees, associates, affiliated companies, or subcontractors. THE TERMS OF THIS AGREEMENT SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK for myself, my heirs, assignees, administrators, executors, and all members of my family, including any minors accompanying me. I HAVE READ AND FULLY UNDERSTAND THE PROVISIONS AND THE LEGAL CONSEQUENCES OF THIS RELEASE AND ASSUMPTION OF RISK, AND I HEREBY AGREE TO ALL OF ITS CONDITIONS. I ACKNOWLEDGE THAT The Adventure Park HAS RECOMMENDED THAT I HAVE MY ATTORNEY REVIEW THIS RELEASE PRIOR TO MY SIGNING IT. I further agree that any legal dispute involving these travel services shall be heard only by the courts of XXX County, STATE, U.S.A., and in accordance with the laws of STATE, USA. I acknowledge that in calculating the cost of the tour or trip, Adventure Park has relied on my consent to these terms and on their enforceability. In the absence of this Release, the tour/trip cost would have been higher, or, alternatively, The Adventure Park would be unable to offer these services.

Dates of trip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Participant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Name Printed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If Participant is under the age of 21 at time of trip:

Signature of Parent or Legal Guardian\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_

Name of Parent or Legal Guardian Printed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number\_\_\_\_\_\_\_\_

Emergency Contact\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_