

Treetop Explorer, LLC

SPORT PARTICIPANT ACKNOWLEDGEMENT OF HAZARDS AND EXPRESS ASSUMPTION OF RISK, and RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing.

In consideration for being permitted to participate in the described activities and related activities, I do hereby agree, acknowledge, and appreciate that I have been fully informed of the inherent hazards and risks associated with **Treetop Explorer, L.L.C.** and the activities for which I am about to engage, including traveling to and from the activity site, and expressly assume the risk of participating in such activities.

A) Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability or death.
2. Possible equipment failure and/or malfunction or misuse of participant's or other's equipment.
3. Although approved protective gear is provided for the activity, gear cannot guarantee the participant's safety. No helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.
4. Variation and/or steepness of terrain, variation of changes in surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, branches, buildings, roads, walkways, ramps, stairs, padded and non-padded barriers, other persons, and other natural and man-made hazards.
5. Participant's own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, riding surfaces or other obstacles.
6. Exposure to the elements and temperature extremes may result in frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
7. Dangers associated with exposure to natural elements include but are not limited to rock fall, tree debris fall, falling objects, inclement weather, thunder and lightning, severe and/or varied wind, temperature and other weather conditions.
8. Accidents or illness occurring in remote places where there are no available medical facilities.
9. Fatigue, exhaustion, chill, and/or dizziness, which may diminish reaction time and increase the risk of accident.
10. Impact or collision with structures, tree branches, tree trunk, or other participants, spectators, employees, volunteers and pedestrians.

By signing this form, I acknowledge that I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death.

B) Release of Liability, Waiver of Claims and Indemnity Agreement

1. **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees: Treetop Explorer, L.L.C., their officers, employees, representatives, agents, and volunteers, and the owner of the property on which the trees being climbed are located.**
2. In consideration of permission for my son/daughter/ward to voluntarily participate in the tree climbing and related activities described in this waiver, today and on all future dates, **I, for myself, my heirs, personal representatives or assigns, agree to defend, hold harmless, indemnify and release the CITY OF OSHKOSH, and its officers, council members, agents, employees and authorized volunteers, from and against any and all claims, demands, actions, or causes of action of any sort on account of damage to personal property, or personal injury, or death which may result from my son/daughter/wards participation in the above-listed program. This release includes claims based on the negligence of the City of Oshkosh, and its officers, council members, agents, employees and authorized volunteers, but expressly does not include claims based on their intentional misconduct or gross negligence. I UNDERSTAND BY AGREEING TO THIS CLAUSE I AM RELEASING CLAIMS AND GIVING UP SUSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE.**
3. I hereby release the releasees from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the

above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them from any claim or cause of action brought by a third party in conjunction with any injury, disability, death, or loss or damage to person or property that may occur because of my engaging in the above activities.

4. I understand that my participation in Treetop Explorer, L.L.C. activities is voluntary and that I have the right to terminate my participation at any time. I acknowledge that I am capable of participating in Treetop Explorer, L.L.C. activities and do not suffer from any health problems that would inhibit my participation.

5. I agree to observe and comply with all instruction prescribed, wear approved protective gear for the activity and properly use all equipment associated with Treetop Explorer, L.L.C. I understand that it is my responsibility to take instruction on how to properly use the equipment, and if I have any questions, I will make sure my questions are answered.

6. In the event of an accident, I authorize Treetop Explorer, L.L.C. to stabilize, obtain medical care for, or transport me to a medical facility if, in the opinion of Treetop Explorer, L.L.C., medical care is needed and I am unable to make such decisions for myself. I agree to pay all costs associated with such action on part of Treetop Explorer, L.L.C., and to INDEMNIFY and to hold Treetop Explorer, L.L.C. harmless from any consequences resulting from such care.

7. Treetop Explorer, L.L.C. is hereby authorized to take photos and videos of me in connection to my participation in Treetop Explorer, L.L.C. activities and to use my first name and likeness, without compensation, for marketing and other promotional purposes.

8. By entering into this Agreement, I am not relying on any oral or written representation of statements made by the releasees, other than what is set forth in this Agreement.

9. This agreement shall apply to all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement.

This release shall be binding fully permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable. **I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERTSAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

ADULT PARTICIPANTS:

Print/ _____ .
Name of Adult Participant (please print) Age

Sign/ _____ .
Signature of Adult Participant Date

FOR PARTICIPANTS OF MINORITY AGE:

This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this below named participant, do hereby give permission for my child or ward to participate in the activities of Treetop Explorer, LLC. I have read and understand the above Release of Liability, Waiver of Claims and Indemnity Agreement and on my behalf and on behalf of my child or ward, agree to all terms contained therein. I consent and agree not only to release of all releasees, but agree to release and indemnify the releasees from and all liabilities incident to my child or ward's involvement in these activities for myself, my heirs, assigns, and next of kin. I represent that I have full authority to sign on behalf of my child or ward, realizing this release is binding upon my child or ward as well as myself, and agree not to bring any action or lawsuit against Treetop Explorer, LLC, its owners, officers, instructors, agents or employees for any injury or damage. I acknowledge that this participant is capable of participating in Treetop Explorer, L.L.C. activities and does not suffer from any health problems that would inhibit participation. I acknowledge that I am responsible for any damage to the equipment while in my child's or ward's possession, which includes loss or theft.

Print/ _____ .
Name of Minor (Please print) Birthdate Age

Print/ _____ .
Name of Parent or Adult Legal Guardian (Please print)

Sign/ _____ .
Signature of parent or adult legal guardian Date