



County of Essex - Turtle Back Zoo Treetop Adventure Course

Participant's Name: _____ Age: _____

Address: _____

E-mail: _____ Phone: _____

Emergency Contact (Name & Phone): _____

Participant Agreement, Acknowledgement and Assumption of Risk

Please read and understand the following section before signing. This document affects your legal rights.

In consideration of the services of the County of Essex and the Turtle Back Zoo, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "the County"), I hereby agree to release and discharge the County, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. **Acknowledgement of Risk** I acknowledge that my participation in a zipline/challenge course entails known and unanticipated risks that could result in physical or emotional 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.

These risks include, among other things: that the inherent risks associated with zipline/challenge activities using fabricated structures, surfaces, cables or ropes includes, but is not limited to: falling off of structures, being hit by swinging apparatus, falling on or being impacted by other participants, hanging from a cable, the possibility that I will be jolted, jarred, bounced, thrown to and fro or shaken about while on the zipline/challenge course, lose my balance or grip, slippery or wet equipment, becoming entangled in ropes/harnesses, impacting the ground and/or zipline apparatus, equipment failure, displaced safety equipment, belay or anchor or harness failure, general slips/trips/falls or painful crashes while using any of the equipment or zipline/challenge structures or landing platforms or rope bridges or the premises at large, operating out of control or beyond my or another participants' limits, the negligence of other visitors who may be present, participants giving or following inappropriate zipline/challenge advice or move sequences, and my own negligence or inexperience. Changing weather conditions are possible; exposure to the natural elements can be uncomfortable and/or harmful; I understand that communication in the terrain in which this activity occurs is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available. Furthermore, County employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. **Express Assumption of Risk** I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I expressly agree and acknowledge that the terms and conditions of this Participant Agreement, Acknowledgement and Assumption of Risk Agreement is valid evidence that I intend to assume all risks associated with this activity, is intended to be contractual in nature. I expressly agree that I am signing this Agreement of my own free will and there are no reasons why I lack the capacity to enter into this Agreement.

- 3. Personal Skill & Insurance** I certify that I have sufficient skill and fitness to participate in the activities offered by the County. I further certify that I have no medical, mental or physical conditions which could interfere with my safety or ability to participate in these activities, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation costs I may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself.
- 4. Release & Indemnity** I hereby voluntarily release, forever discharge, and **agree to indemnify and hold harmless the County of Essex, New Jersey, including all Departments, Boards, Committees, Commissions or Other Entities Established by Them or Operating Under Their Control and All Employees, Trustees, Commissioners, Committee Members, Aides, Advisory Board Members, Elected and Appointed Officials, Volunteers and Students** from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of the County equipment or facilities, **including any such claims which allege negligent acts or omissions of the County**. Should the County or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 5. Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I file a lawsuit against the County, I agree to do so solely in the State of New Jersey, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this release contract can be used as if it was the original. I understand that this document constitutes the entire Agreement between myself and the County and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release contract.

By signing this document, I acknowledge that if anyone is hurt or killed or property is damaged during my participation in this activity, I may be found by court of law to have waived my rights to maintain a lawsuit against the County on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____ **Date:** _____

PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (For participants under the age of 18)

In Consideration of (print minor's name) _____ ("Minor") being permitted by the County to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless the County from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent/Guardian

Print Name

Date