

MONKEY TRUNKS LLC

Release And Waiver Of Liability, Assumption Of Risk, And Agreement

Every participant who takes part in a Monkey Trunks course will be expected to sign a copy of our 'Release And Waiver Of Liability, Assumption Of Risk, And Agreement' (the wording of which appears below).

THIS IS AN IMPORTANT DOCUMENT: YOU MUST READ IT BEFORE SIGNING.

1. I, (print name) _____ ("I" or the "Participant") wish to participate in High Ropes Activities (the "Activities") organized and operated by Monkey-Trunks LLC (the "Company") on (print date) _____.

2. If I am under eighteen years of age, I have obtained my parental consent to participation in the Activities.

3. I acknowledge that I have been provided, reviewed and executed the Written Safety Rules & Advice attached to this document and have viewed the videotaped instructions and demonstration of what my participation in the Activities will entail. In addition, I agree at all times to wear my harness with monkey paws and helmet ("the safety system") as depicted in the hereinbefore mentioned videotape and I acknowledge that at all times the safety system must remain connected to the safety cables provided. I understand that if I am viewed endangering myself or others I may be asked to leave the course without a refund of admission.

4. I acknowledge and accept that the Activities consist of a physically gruelling aerial obstacle course and involve risks of serious bodily injury and that I am fit enough, and do not have any illness, disease or impairment that may limit or endanger me while participating in the Activities. I accept and acknowledge that there is a risk of serious injury including permanent disability, paralysis and death, when undertaking such Activities, which may be caused by my own actions, or inactions, those of others participating in the Activities, the conditions in which the event takes place, or the negligence of the Company and the 'releasees' named below; and that there may be other risks either not known to me or to the Company, or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the activities

5. I acknowledge and accept that I am responsible for my own safety (and the safety of my own possessions) while undertaking the Activities. And I agree and assent to undertaking the Activities without a guide.

6. I hereby release, discharge, and covenant not to sue **the Company**, its respective affiliates, administrators, directors, agents, officers, volunteers, members, and employees, other participants, any sponsors, advertisers, and, if applicable, lessors of premises on which the Activities take place, (each considered one of the "releasees herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the releasees, I will indemnify, save, and hold harmless each of the releasees from any loss, liability, damage, or cost which may incur as the result of such claim.

7. I acknowledge that by voluntarily participating in the Activities I am certifying that I have not been advised by any treating physician that I have a medical condition which any reasonable person would realize could be adversely effected by my participation in the Activities. I am certifying that any treating physician has not advised me to limit my physical activities and/or exercise in any way. I am also certifying to the best of my knowledge I am not pregnant.

8. I agree that this Release And Waiver Of Liability, Assumption Of Risk, And Agreement is intended to be as broad and inclusive as permitted by the laws of the State of New Hampshire, and understand that included within the scope of this Release And Waiver Of Liability, Assumption Of Risk, And Agreement is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said Activities and premises and for the failure to warn of dangerous conditions existing at said premises, for negligent selection (or failure to view actions or inactions of participants) by certain releasees, or negligent supervision or instruction by releasees. and that if any such portion of this Release And Waiver Of Liability, Assumption Of Risk, And Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

This Release And Waiver Of Liability, Assumption Of Risk, And Agreement shall be binding upon my heirs, personal representatives and assigns, and me. It shall be governed by and construed under the laws of the State of New Hampshire without regard to conflicts of law principles.

I have read and voluntarily sign this Release and Waiver of Liability and Agreement, and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made, and understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature.

The Company may from time to time contact me (using a range of methods including electronic communications such as telephone, SMS or e-mail) about its product, services and special offers. I agree that you may keep my name and address on the Company database. If I have checked this box please do not contact me for the above marketing purposes.

Name of participant:

Address:

Zip code:

E-mail address:

Date:

Signature:

For those persons under the age of eighteen (18) years: I hereby consent to said minor's participation in the Activities and agree to the Release And Waiver Of Liability, Assumption Of Risk, And Agreement as the Parent/Legal Guardian of _____ (minor's name) in which case, "Participant", "I", "me" and "my" as used herein shall refer to said minor.

Parent or Legal Guardian

Print Name





Risk Acknowledgement – Children Under 18 years of age

Every participant who takes part in the Monkey Trunks course will be expected to sign a copy of our 'Risk Acknowledgement & Disclaimer' (the wording of which appears below).

THIS IS AN IMPORTANT DOCUMENT: YOU MUST READ IT BEFORE SIGNING.

1. I, (print name) _____ parent or guardian of the child/children listed below who is under 16 years old wish that the child participate in High Ropes Activities ("the Activities") organized by the Company on (print date) _____.
2. I acknowledge that the child has read and signed the written Safety Rules and Advice form overleaf and I reviewed the entire form with him/her. I acknowledge that the child and I watched the videotaped depiction of the High Ropes Activities demonstration together, before the child undertook to participate in the High Ropes Activities. In addition, I agree to ensure the child wear(s) his/her harness(es) with monkey paws and helmet ("the safety system") and I have advised the child that at all times his/her safety system must remain attached to the safety cables provided.
3. I understand that the Activities consist of a physically gruelling aerial obstacle course. I accept and acknowledge on behalf of my child that there is a risk of injury when undertaking such activities, even in the absence of any negligent or intentional bad acts on the part of the company.
4. I acknowledge that I am responsible for the supervision of my child/children, named below (and the safety of our possessions) while undertaking the High Ropes Activities and have agreed that my child may undertake the Activities without a guide. I understand that if my child does not follow the safety procedures he/she may be asked to leave the course and no refund will be made.
5. In the event of an accident involving the child listed below, or loss or damage to his/her personal effects, I acknowledge that the company will not be liable for any direct or indirect loss damage or injury arising from or in connection with the High Ropes Activities as explained in the written safety rules and advice form, and as depicted in videotaped demonstration of the High Ropes Activities (except for death or personal injury caused by the Company's negligence or intentional bad acts) and I waive all and any claims against the Company with respect to my child..
6. I hereby acknowledge that my child's treating physician has not informed me of any known medical condition from which my child suffers which would lead a reasonable person to believe that my child's participation in the High Ropes Activities could adversely affect his/her health. Further, I am certifying that my child's treating physician has not advised me to limit my child's physical exercise or activities in any way. I am also certifying that my child has advised me that she is not pregnant, and I have no reason to believe she is pregnant.

Name of Child:

Name of Adult:

Address:

Zip Code:

Dated:

E-mail address:

Signature of child:

Signature of adult: