

Tree Top Adventures @ The Heard Museum

Agreement to Participate, Assumption of Risks, Release and Indemnity



BY SIGNING THIS DOCUMENT YOU ARE WAIVING CERTAIN LEGAL RIGHTS. READ CAREFULLY BEFORE SIGNING.

For and in consideration of being allowed to participate in this Challenge Course workshop at The Heard Natural Science Museum and Wildlife Sanctuary (“Heard Museum”), I acknowledge and agree as follows.

Risk Factors - I have been informed and understand that the workshop includes physical exertion on low and high elements including a network of cables, ropes, swings, and platforms as high as 150 feet off the ground, over and on which I may walk, swing, and otherwise move with or without assistance. Activities include exposure to the natural elements which may include heat, cold, rain and high altitude; wild animals and plants including insects, spiders and poison ivy; close personal contact including the possibility of unwelcome touching and dependence on other participants and staff; incidents that may result from the carelessness of other participants and staff; and the failure of equipment. These risks and hazards are inherent in the activities of the workshop and the environment in which it is conducted. I understand that these hazards include a risk to me or others of personal injury including falls, abrasions, sprains, breaks; property damage; and in extreme cases even death.

Physical Ability - I am physically able to participate in the workshop and have no medical or emotional condition that may adversely affect my participation or cause me to be a danger to myself or others. I have listed on the Health History Form all medical conditions which I believe should be brought to the attention of the Heard or to workshop instructors or participants. I understand that it is my responsibility, and mine only, to determine my suitability, medical or otherwise, for participation in the workshop. If I experience any discomfort, dizziness, fainting or other similar symptoms, or any other pain or discomfort whatsoever, or have any concern about my health, I will discontinue participation in the workshop and consult a physician.

Acknowledgment and Assumption of Risk - I acknowledge and voluntarily assume all risks of the workshop and the environment in which it is conducted, whether or not those risks are inherent or are described above.

Release - I hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** the Heard or any of its shareholders, directors, officers, employees, agents and contractors (collectively the "Released Parties") from any and all claims, demands, liability, lawsuits, harm, loss, damage, personal injury, property damage, claims for wrongful death, penalties, expenses and costs of any kind, which I have or may acquire in the future that arise out of, result from, or relate to my enrollment or participation in the workshop, **INCLUDING CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE OR DEATH CAUSED IN WHOLE OR PART BY THE ACTS, OMISSIONS OR NEGLIGENCE OF THE RELEASED PARTIES.**

Indemnity - I further agree to **DEFEND, INDEMNIFY AND HOLD HARMLESS** the Released Parties from and against any and all claims, demands, suits, causes or action or judgments for personal injury, property damage or claims for wrongful death that arise out of, result from or relate to my enrollment or participation in the workshop **INCLUDING CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE OR DEATH CAUSED IN WHOLE OR PART BY THE ACTS, OMISSIONS OR NEGLIGENCE OF THE RELEASED PARTIES.**

Payment for Damages - I agree to pay for any and all property damage and personal injury that I may cause by intentional or negligent acts while I am at the Heard or participating in the workshop.

Governing Law, Jurisdiction, Dispute Resolution – This agreement and my participation in the workshop shall be governed by the laws of the State of Texas. Exclusive venue of any disputes between the parties shall be in Collin

County, Texas. In the event of a dispute between the parties, I agree to engage in good faith efforts to mediate the dispute before filing suit.

Consent to Emergency Medical Treatment - I authorized the Heard to provide or obtain medical care for me in the event of an incident requiring medical attention, and I further authorize the Heard to exchange with any third-party medical care giver such information regarding my medical history or condition as may be deemed important to either of them.

Insurance – I am solely responsible for any medical, health or personal injury costs relating to my participation in the workshop. I understand that I am strongly encouraged to have or purchase health insurance prior to participation.

Compliance with Rules and Instructions - I agree that I will not consume or be under the influence of any chemical substance including alcohol during the workshop. I agree that I will follow all safety and other rules and instructions relating to the workshop.

Photographs - I agree to allow the Heard to use photographic or other images of me for marketing or any other purpose deemed reasonable by the Heard.

Representatives – I enter into enter into this agreement for myself, as well as for my family members, heirs, successors, assigns and legal representatives.

No Representations – I have not relied on any representation by any person including the Released Parties in signing this agreement. This agreement may not be amended or modified except in a writing signed by all parties.

Severability - Should any part of this agreement be held invalid or unenforceable, the remainder of this agreement shall remain in full force and effect.

Name of Participant

Signature of Participant

Date

Legal Guardian's Signature

Date