

## ASSUMPTION OF RISK & RELEASE OF CLAIMS

### MINOR PARTICIPANTS – TO BE COMPLETED BY PARENT OR LEGAL GUARDIAN

**THIS IS A VERY IMPORTANT DOCUMENT. YOU MUST READ IT BEFORE SIGNING. THIS DOCUMENT CONTAINS A RELEASE OF CLAIMS. IF YOU SIGN IT, YOU WILL BE RELEASING THE COMPANY FROM ALL CLAIMS YOU AND ANY CHILDREN YOU SIGN FOR MAY HAVE.**

1. I, the identified Primary Signer, am the parent and/or legal guardian of the identified dependent(s) listed above (the "Child(ren)") who is/are under 18 years old. If I am not the parent and/or guardian of the Child(ren), I am authorized by Child(ren)'s parent(s) and/or legal guardian(s) to act on their behalf and that of such Child(ren), including signing this Assumption of Risk and Release of Claims. I wish that such Child(ren) participate in the Treetop Junior Course (the "Activity") organized by Go Ape Bemis Woods LLC on the Activity date of the Child(ren)'s booking reservation. As used herein, Go Ape Bemis Woods LLC, its parents and its subsidiaries, and/or their affiliates shall be referred to collectively as the "Company" or "Go Ape."

In consideration of the Child(ren)'s participation in the Activity, I agree to the following:

2. I certify that I am at least 18 and aware of the weight, height, and medical restrictions and confirm that the Child(ren) is/are at least 3'3", weigh no more than 285 pounds, and is/are in reasonably good medical condition. I understand that failure to abide these restrictions can create a significant increase of risk of harm to the Child(ren), other participants, and employees of Go Ape.

3. I understand that participation in the Activity exposes the Child(ren) to certain risks. The risk of personal and property injury, including permanent disability and death exists by reason of the potential for falls, collisions and contact with other participants and fixed objects, moving about the Activity grounds, exposure to the elements, heart attacks, negligent acts of Go Ape, latent or apparent defects or conditions of equipment supplied by Go Ape, failure of structures and equipment, unpredictable forces of nature, and otherwise. A number of these risks are inherent in nature and cannot be changed without changing the essential nature and educational and other values of the Activity. I understand that the description of risks is not complete and that other known and unknown risks may result in injury, illness or death.

BY EXECUTION OF THIS AGREEMENT, I ACKNOWLEDGE MY UNDERSTANDING OF THE RISKS OF THE ACTIVITY, AND ITS NATURE AS A PHYSICALLY TESTING AERIAL OBSTACLE COURSE. I UNDERSTAND THAT THIS IS A HIGH-RISK ACTIVITY AND THAT THE CHILD(REN) MAY SUFFER PERSONAL INJURY INCLUDING DEATH. ON BEHALF OF MYSELF AND THE CHILD(REN), I KNOWINGLY AGREE TO ACCEPT AND ASSUME ALL RISKS AND LIABILITIES ASSOCIATED WITH THE ACTIVITY, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF GO APE.

4. I agree to allow the Child(ren) to participate in the Activity only to the extent of their respective skill level(s) and physical and medical condition(s). I have investigated and am familiar with the nature of the Activity and acknowledge I am solely responsible for determining which Activity, if any, such Child(ren) can participate in based on the same. Such Child(ren) does/do not have a pre-existing injury or underlying physical or medical condition that would increase the likelihood of injury, illness, or death as a result of participation.

5. I agree that Go Ape shall not be responsible for the safety of the Child(ren) or that of his/her possessions while undertaking the Activity. I understand and agree that they will not be supervised by any Company personnel during the Activity or otherwise. I acknowledge that the Child(ren) are responsible for adhering to Go Ape's written Safety Rules of Participation, which are available online. I represent that the Child(ren) are participating in the Activity freely and that the Activity is elective in nature, and I have the ability to simply choose not to permit the Child(ren)'s participation.

6. On behalf of myself and the Child(ren), I grant to Go Ape the right to take **photographs/videos of the Child(ren)** in connection with their participation in the Activity, and convey all right, title and interest in and to the same to Go Ape. I authorize Go Ape to copyright, use, and publish the same in print and/or electronically, and agree to its use for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content. I authorize Go Ape to use my email below for promotional and other commercial purposes unless and until I opt-out by writing to [info@goape.com](mailto:info@goape.com). I have read and agree to Go Ape's privacy policy available at <https://goape.com>.

7. ON BEHALF OF MYSELF AND THE CHILD(REN), OUR HEIRS AND PERSONAL REPRESENTATIVES, I HEREBY RELEASE GO APE, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, SUCCESSORS, LANDOWNERS, PARK ENTITIES, AND THE FOREST PRESERVE DISTRICT OF COOK COUNTY AND ITS AGENTS, OFFICIALS, EMPLOYEES, AND ASSIGNS ("RELEASEES") FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS, **ARISING FROM THE RELEASEES' NEGLIGENCE AND/OR THE CHILD(REN)'S PARTICIPATION IN THE ACTIVITY AND/OR PRESENCE ON COMPANY PROPERTY/COURSE AREA INCLUDING ANY PHYSICAL OR EMOTIONAL INJURY, INCLUDING DEATH.**

8. ON BEHALF OF MYSELF AND THE CHILD(REN), OUR HEIRS AND PERSONAL REPRESENTATIVES, I AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS, **ARISING FROM THE RELEASEES' NEGLIGENCE AND/OR THE CHILD(REN)'S PARTICIPATION IN THE ACTIVITY AND/OR PRESENCE ON COMPANY PROPERTY/COURSE AREA INCLUDING ANY PHYSICAL OR EMOTIONAL INJURY, INCLUDING DEATH.**

9. This Assumption of Risk and Release of Claims Agreement shall be governed under the laws of the State of Maryland. Any legal action arising hereunder shall be brought and decided exclusively by the Courts situated in Frederick County, Maryland. If the Court finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effectuate the intent of the parties, and the remainder of this Agreement will continue in full force and effect.