



Aquarium at Tall Ships Landing High Ropes Course Waiver Form

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY!

The following waiver of all claims, release from all liability, assumption of all risks and other terms of this informed consent and waiver are entered into by me and for the benefit of the Aquarium at Tall Ships Landing regarding the high ropes course as well as Aquadrop, and its respective directors, officers, employees, subcontractor instructors, volunteers and partners

I, _____

(Print Full Name)

(Please check one of the two options below):

THE PARTICIPANT THE PARENT OR GUARDIAN OF THE PARTICIPANT

(Print full name of minor participant who is under 18 years of age)

- a. Understand that there are inherent and significant risks associated with observing and/or participating in the activities offered at the Aquarium at Tall Ships Landing High Ropes Challenge Course, including but not limited to:
 - (i) Falls, and all manner of injury resulting from such falls, and hitting the ground, people or objects
 - (ii) Abrupt and possible damaging contact with fixed objects and other persons
 - (iii) Anxieties and/or fear which may accompany activities at such heights which may reach 35 ft.
 - (iv) Close contact with other participants which may involve inadvertent and unwelcome touching
 - (v) The failure of structures and equipment
 - (vi) The carelessness of other participants and misjudgement on the part of the staff
- b. Understand that each person (myself/my child included) has a different capacity for participating in Challenge activities
- c. Have to the best of my knowledge, no physical or emotional condition which would cause me to be a risk to myself or others
- d. Understand that injuries, both physical and emotional, may result from the programs and activities and use of the challenge course and related equipment, including, but not limited to, breaks, sprains, bruises, emotional upset, anxiety or death
- e. Willingly assume risk of injury or health risk for myself/my child and assume full responsibility during and after my/my child's participation in the Challenge Course
- f. Freely accept and fully assume all responsibility for all risks of personal injury, illness, property damage, loss or death resulting from my/my child's participation in the challenge course
- g. Understand that I may choose not to participate/permit my child to participate in any or all of the challenge course activities for any reason whatsoever

In addition to any consideration given to the Aquarium at Tall Ships Landing for my participation on the High Ropes Course, I and my heirs, next of kin, executors, administrators and assigns, agree to waive all claims that I have or may have in the future against the Aquarium at Tall Ships Landing, its elected officials, employees, volunteers and partners and release (collectively the "Releasees") and forever discharge the Releasees from all liability for any personal injury, death, property damage, or other loss and liabilities of whatsoever nature or kind arising out of or in any way connected with my/my child's participation in the High Ropes Course. I further agree not to make any claims or take any proceedings against any person or corporation who or which might claim contribution and indemnity or relief from the Releasees.

I confirm that I have had sufficient time to read and understand each item and all parts of the release of liability, waiver of claims, assumption of risk, indemnity agreement in its entirety, and the rules located on the back and have agreed to be bound by its terms freely and voluntarily this _____ day of _____ 201__.

Signature: _____

(Participant or participant's parent/guardian if under 18)

Witness Signature: _____

Ropes Course Guidelines

- 1) Participants must adhere to the instructions of the staff on duty.
- 2) Participants' maximum weight is 118 Kg (260 lbs).
- 3) Participants' minimum weight is 20 Kg (45 lbs).
- 4) Participants' minimum height is 127 cm (50") regardless of age.
- 5) Participants' minimum age is 8 years.
- 6) Children under the age of 12 must be accompanied on the ropes course by an adult (18 years and over)
- 7) Proper footwear is required. Ensure your shoes are secure. No flip flops or open toe / high-heeled shoes.
- 8) No loose items such as cell phones or cameras. Eyeglasses should be secured.
- 9) Pockets must be empty.
- 10) Staff members are not responsible for lost or damaged items left or brought into the course area.
- 11) Only 2 participants on an element at one time.
- 12) Maximum 4 participants on a platform at one time.
- 13) No running, jumping, horse-play.
- 14) No bouncing off elements or on platforms.
- 15) Do not tamper with or adjust your personal safety equipment (i.e. harness)
- 16) Staff members have the right to disallow and/or end your participation on the ropes course should you not be following the rules or you are causing disruption to another participants' experience.
- 17) No gum, food, or drinks are permitted in the ropes course area.
- 18) Participation on the ropes course activity is at your own risk. A release of liability must be signed by all participants and by a Parent/ Guardian if the participant is under the age of 18.

This ropes course is not recommended for participants who are pregnant or have the following conditions: neck problems, back problems, heart problems, recent surgeries, or any history of physical conditions that may be aggravated by the rose course.

Please participate responsibly. Participants should be in good health and should have no other physical condition and limitations. If you suspect your health could be at risk for any reason or you could aggravate a pre-existing condition of any kind, please do not participate. If you are injured in any way during your participation in this ropes course experience, please notify a staff member prior to leaving the facility.