

RELEASE, EXPRESS ASSUMPTION OF RISKS, CONSENT, WAIVER & INDEMNITY AGREEMENT

(For Parents & Guardians of Minors)

READ CAREFULLY THESE IMPORTANT CONDITIONS FOR PARTICIPATION THAT AFFECT YOUR RIGHTS & OUR LIABILITY

(Initial and sign below to confirm your agreement)

In consideration for the opportunity to participate in the adventure recreational services, consisting of cables, lanyards, harnesses, pulleys and elevated walkways and platforms, provided by Shawnee Bluffs Canopy Tour, Inc., d/b/a, Shawnee Bluffs Canopy Tour, I, the undersigned Parent/Guardian of the minor participant, hereby acknowledge and agree:

___I understand that, although uncommon, risks of serious injuries, illness or death always exist and cannot be eliminated, in adventure recreational activities such as these, due to falls, to contact with objects, other persons or the environment, or to moving and motion from being transported in the activities; and that there can be risks of emotional or psychological injury or distress, resulting from personal touching, whether necessary, unwelcome or inadvertent, in the preparation for participation, as well as a range of emotions from simple hurt feelings to panic or psychological trauma (such as fear of heights).

___I expressly hereby assume the risk of such injury, illness or death, that may occur as a result of my participation in the activities, whether resulting from the negligence of any party, including myself, and also even negligence on the part of Shawnee Bluffs Canopy Tour, its respective employees, officers, directors, stockholders, agents, successors-in-interest, and assigns (Released Parties) themselves, whether passive or active.

___I represent and agree that I am in reasonably good health and physical condition, weigh not less than 50 lbs nor more than 270 lbs, am appropriately dressed, am not pregnant, have no existing injuries or limitations, have no musculoskeletal disorders, have no heart condition or condition of hemophilia, do not have epilepsy or other seizure disorders and am not under the influence of alcohol, or any drug, prescription or illegal, or any other substance that would affect or impair my judgment, in order to participate in the adventure recreational activities provided by Shawnee Bluffs Canopy Tour.

___I hereby waive and release, discharge, and covenant not to sue, forever, Released Parties, for any claims of liability against them, arising directly or indirectly out of my choice to participate in the recreational activities provided, whether for any injury, death, loss or other damages to myself, my family, my heirs, or any assigns and representatives.

___By signing the Release, Express Assumption of Risks, Consent, Waiver & Idemnity Agreement, I hereby acknowledge that I understand the conditions stated in it, and that my participation in the recreational activities provided is solely based on those conditions and my agreement to them.

___I further agree to save, defend, indemnify and hold harmless (i.e., defend and pay, including costs and attorneys fees, including appellate proceedings) Released Parties from any claim or lawsuit by me, or by anyone purporting to act on my behalf, my family, my estate, my heirs or my assigns, for damage, injury, or death, or arising directly or indirectly out of my choice to participate in the recreational activities provided.

___I intend that this Agreement be enforceable to the fullest extent provided by law, and in the event that any of the terms set forth in this Agreement or any word, phrase, clause, sentence (including without limitation any geographic, temporal or participatory restrictions), part, or provision should be found to be illegal, void, or unenforceable for any reason, such word, phrase, clause, sentence, part or provision shall be modified or deleted in such manner as otherwise required, and to extend the fullest effects, rights, duties, and protections under this Agreement, as so modified, so that the validity of the remaining words, phrases, clauses, sentences, parts, and provisions shall not be affected thereby and shall be deemed, interpreted, and enforced, as being severable and independent from such illegal, void, or unenforceable provisions and said illegal or invalid part, term or provision shall be deemed not to be a part of this agreement and all other valid provisions shall survive and continue to bind the parties, and be interpreted and enforced, as if such illegal, void, or unenforcable provisions were never a part of this Agreement.

___This Agreement shall be interpreted and enforced accoring to the laws of the State of Illinois, notwithstanding the choice-of-law rules or conflicts of laws principles of this State, or of any other state, territory, province, or nation; and any claim or action relating to, or arising out of, this Agreement may be brought only in a court located in, or comprising, Union County, IL; and only after participation in a pre-suit mediation conference, which is a prerequisite condition to bringing suit.

___I agree to follow and comply with all conditions, rules, and directions by Released Parties, and that failure to do so is reasonable basis to be excluded from participation in the recreational activities provided.

___The information below evidences that I am of lawful age and legally competent to agree to, and sign, this Agreement, and I have read and fully understand it, and knowingly and voluntarily sign it.

Please Print Clearly:

Full Name of Minor Participant_____

Date of Birth_____

Age_____ Height_____ Feet_____ Inches

Weight_____ Telephone_____ Email_____

Address_____ City_____

State_____ Zip_____

Full Name of Parent/Guardian_____

Parent/Guardian DOB_____Age_____

Address_____

City_____State_____Zip_____Telephone_____Email_____

Date:_____

Participant Signature_____

Parent/Guardian Signature_____

I agree to allow Shawnee Bluffs Canopy Tour to use any pictures in their advertising and social media.

Signature_____