



ArborTrek Canopy Adventures at Smugglers' Notch
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PARTICIPATION AGREEMENT INCLUDING ACCEPTANCE OF RISKS AND AGREEMENTS TO RELEASE FROM LIABILITY, WAIVE LIABILITY CLAIMS, INDEMNIFY, AND ARBITRATE DISPUTES

This form must be read, acknowledged and signed by all Participants, adults and minors (persons under 18 years of age) AND by a parent or court-assigned, legal guardian (each referred to as "Parent") of a minor Participant. Parent signs for himself or herself and on behalf of the minor child. No applicant may participate in a program unless this form is read and acknowledged by signature of the Participant and/or Participant's Parent. The parties to this agreement are ArborTrek/Smugglers' Notch, LLC doing business as ArborTrek Canopy Adventures at Smugglers' Notch of Jeffersonville, Vermont ("Provider") and the persons signing below ("Participant" and "Parent").

Medical Concerns: The Zip Line Canopy Tour, Treetop Obstacle Course, Climbing Adventure, Team Building, and other related adventure programs offered by Provider are designed for use by participants of **average mobility and strength who are in reasonably good health**. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, arthritis, tendonitis, and other joint and musculo-skeletal problems may all impair the safety and well-being of participants on the courses, as may other medical and psychological and psychiatric problems. All such conditions may increase the inherent risks of the experience and cause the Participant to be a danger to himself or others. Participants with underlying medical conditions, including those set forth in the paragraph above, that may put them at greater risk of injury or illness during an activity must carefully consider those risks before choosing to participate, and they must fully inform Provider ***in writing*** of any such condition prior to the beginning of the activity.

By execution of this document, Participant acknowledges that he/she has read, understands, and meets all of the physical and medical restrictions and requirements for participation provided in the reservation confirmation, on the website or signed at the property. I understand that if at the time of check-in, I do not meet the posted requirements, or that in the sole and total discretion of Provider my participation may lead to a higher risk of danger to me and/or others participating with me, I will be denied access to the course without refund. I accept that Provider may refuse admission to its programs to any persons that its owners or agents deem a hazard to themselves or to others, Provider may alter its published or announced requirements for participation in its programs and for use of its property at any time and for any reasons that it may deem appropriate, and Provider's right to refuse me service or access shall not and does not create a duty on the part of the Provider to deny or restrict my access in any way.

Inherent and Other Risks: **The risk of serious injury or death during participation in the Zip Line Canopy Tour, Treetop Obstacle Course, Climbing Adventure, Team Building outing and other related adventure programs is inherent to any participant, regardless of their physical condition.** The risk of injury or death exists by reason of falls, collision and contact with other participants and fixed objects, moving about the grounds on which the activities are initiated and conducted, and otherwise. A number of risks are necessary and inherent to these sport activities. ***These are risks that cannot be eliminated without changing the essential nature and educational and other values of the activities. The emotional risks range from simple hurt feelings to panic and psychological trauma (fear of heights, for example). The physical risks range from small scrapes, cuts and bruises to bites and stings, broken bones, sprains, neurological damage, weather illnesses and, in extraordinary cases, even death, including by drowning.*** The property on which the activities are located includes rocky and wooded terrain, wet lands, cliffs, ravines and creek beds, with potentially harmful plants and animals, including snakes and other creatures which may bite or sting. Activities include trails and boardwalks that traverse uneven terrain and decks and surfaces which may be wet, slippery, or covered with ice at different times of the year. Injuries may be a natural consequence of the activity undertaken, a consequence of structural design or failure, a result of environmental hazards (including terrain, trees, and weather), a result of errors of judgment or other negligence of staff or participants, or otherwise; and may occur in spite of the reasonable efforts of staff to prevent them. In all such cases, these necessary and inherent risks, and other risks that may not be inherent, must be accepted by those who choose to participate.

In consideration of the Zip Line Canopy Tour, Treetop Obstacle Course, Climbing Adventure, Team Building, or other related program which I and my group have contracted for with Provider, and/or the use of its facilities, I (we) the undersigned Participant(s), and the Parent of a minor Participant (for himself or herself and on behalf of the minor participant), agree as follows:

1. I understand the inherently hazardous nature of the activities that Participant will be engaging in as described above.
2. I understand that there are risks of serious injury and death associated with these activities.
3. **I acknowledge and voluntarily accept the risks of illness, injury and death associated with these activities, inherent and otherwise, and whether or not described above, including those which may result from the negligent acts or omissions of other participants, staff and/or any agents or representatives of Provider.**
4. **I hereby release, indemnify, waive any claims against and hold harmless Provider, its owners, agents and employees, and the owner or owners of the property on which the activity is conducted (the "Released Parties"), from, and agree not to sue them for, any liability for claims that may arise out of or relate in any way to my or the minor child's enrollment or participation in Provider's programs, including but not limited to use of its grounds and facilities. The claims hereby released, waived and indemnified include claims of negligence of a released party, including the negligence of any person or entity for whom a released party may be vicariously liable.**
5. I accept full and complete responsibility for any expenses that may be incurred by Provider for any illness or injury that may result from my, or the minor participant's, participation in Provider's programs, including the costs of evacuation, hospitalization, and medical treatment and any

sums payable to anyone by reason of any injury or loss of life that I may sustain through my participation in Provider's programs, and for all expenses associated with the defense of any such claims. I understand that this indemnification means that I accept responsibility for paying any costs, including attorneys' fees that may be due arising out of, in any manner, claims related to Participant's participation in Provider's program, including any made against Provider.

6. Provider, its agents, assignees and members reserve the right to use video or other photographic images of Participant for future marketing, educational or other purposes, and Participant (and Parent) hereby consent to such use, without compensation.
7. To the extent Participant has any legal claim against Provider, despite Participant's Release and Waiver of Liability, the Parties agree to submit any such claim arising out of or related to participation in Provider's programs or this Agreement to binding arbitration, pursuant to the Federal Arbitration Act ("FAA"). Upon a demand for arbitration issued by a Party, the arbitration shall be conducted under the FAA and the Arbitration Rules as established by the American Arbitration Association ("AAA") including appointment of an arbitration panel selected pursuant to the procedures set forth by AAA. The decision of the panel shall be final and binding and may be entered in any court with competent jurisdiction for enforcement as a judgment of said court. The arbitration shall be conducted within Lamoille County, Vermont. Participant stipulates to a cap on Participant's damages of \$75,000.00, and that the arbitration panel's jurisdiction shall be limited to an award of no more than \$75,000.00. In any arbitration award, the panel may (at its sole discretion) include reasonable attorney's fees and costs to compensate Parties for having to defend against frivolous claims or defenses raised in the arbitration proceeding. Participant further agrees that any arbitration proceeding against Provider arising out of participation in Provider's programs or this Agreement must be commenced within one year of the event giving rise to the claims or be forever barred. Participant waives any limitation periods to the contrary. As a threshold matter, the arbitration panel shall determine whether the Waiver and Release of Liability contained in this Agreement are enforceable under applicable law. The parties stipulate that the arbitration panel shall apply federal common law to all claims submitted to arbitration, including but not limited to the validity of the Release and Waiver of Liability.
8. **I understand that this agreement contains an agreement to arbitrate and other language including a release from liability, waiver of liability claims, and indemnification protecting Provider against claims, any or all of which waives legal rights, including the right to sue.**
9. I agree that should any part of this Agreement be judged invalid, all other parts not so judged shall nevertheless remain valid and in effect.
10. **I have read, acknowledge, and hereby freely and voluntarily agree to the terms of this agreement.**

PLEASE PRINT. All fields required except e-mail.

Name: _____ Birth Date: _____ Height: _____ Weight : _____
FIRST LAST MM / DD / YYYY FEET | INCHES POUNDS

Address: _____
STREET ADDRESS CITY STATE/PROVINCE ZIP/POSTAL CODE COUNTRY

Phone: (_____) _____ E-Mail: _____

Medical Conditions: _____

Signature: _____ Date: _____
PARTICIPANT'S SIGNATURE

TO BE COMPLETED BY THE PARENT OR GUARDIAN IF PARTICIPANT IS UNDER THE AGE OF 18 ON THE DATE OF PROGRAM

I am the parent or legal, court-assigned guardian of the minor child whose name appears on this participation agreement. I have acknowledged receipt of the participation agreement, been given the opportunity to review the participation agreement, read its contents and am satisfied with, and in agreement with, the contents therein, having had the opportunity to discuss the same with the Provider and any third parties of my choosing. I, individually and as parent and/or guardian of my minor child do freely accept the terms of the participation agreement. I give my child permission to participate in the programs to be provided by Provider. My signature below reflects my agreement to fully release the Released Parties, as provided above, from any claim which I may have, and to release such persons on behalf of my child, for any claim the child may have. I further agree to indemnify the Released Parties for any claims of the child, or of any member of my or the child's family, arising from the child's enrollment or participation of the activities of the Provider. **I further agree that my child shall be subject to the mandatory arbitration process described above. These agreements of release and indemnity include claims of negligence of a released party, including the negligence of any person or entity for whom a released party may be vicariously liable.**

Signature _____ Date _____
PARENT OR GUARDIAN SIGNATURE

Printed Name _____ Relationship _____