



TREETOP QUEST GWINNETT ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY (MINORS)

IF YOU ARE SUPERVISING ONE OR MORE PERSONS UNDER 18 YEARS OF AGE, PLEASE READ AND COMPLETE THIS PAGE.

1. I, the undersigned, am the parent and/or legal guardian of the minor(s) listed below who is/are under 18 years old, or the applicable age of majority, and is at least 4 years old. I wish that such minor(s) participate in the Activity offered by the Company on the date of this release.

first and last name date of birth age

first and last name date of birth age

first and last name date of birth age

first and last name date of birth age

first and last name date of birth age

One adult may supervise one minor who is under 7 years old. One adult may supervise up to 3 minors who are between 7 and 17 years old.

2. The Treetop Quest adventure course, administered by Treetop Quest Gwinnett, LLC (the "Company") consists of an adventure course or track that includes zip lines traveling above-ground, through and above trees (the "Activity"). On behalf of the above listed minor(s), I acknowledge that by participating in this dangerous and high risk Activity, the minor(s) may suffer bodily injury or death or loss or damage to property. I further acknowledge that, on behalf of the minor(s), I have voluntarily assumed the risk of bodily injury or death or loss or damage to property of the minor(s) against the Company, its directors, officers, employees and agents, operators or owners and other participants; discharge such persons and entities from responsibility for such losses; and covenant not to sue such person and entities for bodily injury or death or loss or damage to property of the minor(s) unless caused by the gross negligence of the Company or any of its agents.

3. I agree that I will be at the same site or location as such minor(s) at all times and that I will be able to see them at all times. On behalf of the above listed minor(s), I represent and warrant that the minor(s) do not have any mental, physical or medical conditions which might affect or negatively impact their ability to participate in the Activity or which would likely result in an accident or injury to themselves or other participants. I agree and acknowledge that I am solely responsible for the safety of the minor(s) and the security of any of the minors' possessions at all times. I agree to determine if any part or all of the Activity is appropriate or feasible by the minor(s) based on the physical and mental ability of the minor(s), and will remove the minor(s) from the Activity should performance by that minor appear unsafe.

4. On behalf of the above listed minor(s), I represent and warrant that the minor(s) have received, understood and will perform the Activity in strict compliance with the Company's Rules & Regulations, and that they have been instructed to follow all verbal instructions given to them at any time by the Company's personnel. I agree to ensure that the minor(s) are wearing and are using any and all safety equipment as instructed.

5. If one or more of the above listed minor(s) are between 4 and 17 years old, I agree that such minor(s) will be under my direct supervision at all times. I agree that I must stay on the ground under the minor(s) and will supervise the minor(s) from the ground at all times and will ensure that I am able to see the minor(s) at all times.

6. ON BEHALF OF THE ABOVE LISTED MINOR(S), I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Company, promoters, other participants, or any subdivision thereof; operators, owners, officials, crews, rescue personnel, any persons at the premises or the location where the Activity takes place; promoters, sponsors, advertisers, owners and lessees of the premises used to conduct the Activity; premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or the Activity and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE, now known or hereafter known in any jurisdiction throughout the world, ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE MINOR(S) ARISING OUT OF OR RELATED TO THE ACTIVITY UNLESS OTHERWISE CAUSED BY THE GROSS NEGLIGENCE OF THE RELEASEES.

7. ON BEHALF OF THE ABOVE LISTED MINOR(S), I HEREBY AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and their insurance carrier, and each of them FROM ANY LOSS, DAMAGES, LIABILITY, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, PENALTIES, FINES, EXPENSES, OR COST of whatever kind, including reasonable attorney fees they may incur arising out of or related to the ACTIVITY UNLESS OTHERWISE CAUSED BY THE GROSS NEGLIGENCE OF THE RELEASEES.

8. ON BEHALF OF THE ABOVE LISTED MINOR(S), I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the ACTIVITY, unless otherwise caused by the GROSS NEGLIGENCE OF RELEASEES.

9. ON BEHALF OF THE ABOVE LISTED MINOR(S), I HEREBY acknowledge that THE ACTIVITY IS VERY DANGEROUS and involves the risk of serious injury and/or death and/or property damage. On behalf of the above listed minor(s), I also expressly acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

10. ON BEHALF OF THE ABOVE LISTED MINOR(S), I HEREBY agree that in the event that the minor(s) sustain any injury while at the premises of the Activity that any rescue personnel or medical personnel may release such medical information about their condition to representatives of the Company, promoter, operator, or owner, as necessary to allow such individuals to properly report that information to appropriate representatives of the Company and/or insurance carriers.

11. ON BEHALF OF THE ABOVE LISTED MINOR(S), I HEREBY agree that this Assumption of Risk and Release and Waiver of Liability Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State of Georgia in which the Activity is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ON BEHALF OF THE ABOVE LISTED MINOR(S), BY SIGNING I ACKNOWLEDGE THAT I HAVE READ THIS ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIONAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A RELEASE OF LIABILITY AS PROVIDED FOR HEREIN.

Signature

Print name

Date

Address

Email

Phone

Please check this box if you would like us to email you about news and special offers.



TREETOP QUEST Venture River Waterpark ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY

IF YOU ARE 18 YEARS OF AGE OR OLDER, PLEASE COMPLETE THIS RELEASE.

IF YOU ARE 18 YEARS OF AGE OR OLDER AND ARE SUPERVISING ONE OR MORE MINORS, PLEASE COMPLETE BOTH THIS RELEASE AND THE FOLLOWING RELEASE.

The Treetop Quest adventure course is a high risk and potentially dangerous activity that can result in serious injury or death. Participation in all aspects of the activity is voluntary. The ultimate responsibility for participant safety lies with the participant.

The Treetop Quest adventure course, administered by Venture River Waterpark (the "Company"), consists of an adventure course or track that includes zip lines traveling above-ground, through and above trees (the "Activity"). The participant acknowledges that by participating in the Activity, the participant may suffer bodily injury or death or loss or damage to property. The participant further acknowledges that the participant has voluntarily assumed the risk of bodily injury or death or loss or damage to property against the Company, its directors, officers, employees and agents, operators or owners and other participants; discharges such persons and entities from responsibility for such losses; and covenants not to sue such person and entities for bodily injury or death or loss or damage to property unless otherwise caused by gross negligence of Company or its agents.

In consideration of being permitted to participate in the Activity offered by the Company on the date of this release, I, the undersigned, for him/herself, his/her personal representatives, heirs and next of kin, acknowledge, agree, represent and warrant as follows:

1. I am at least 18 years old as evidenced by my birth date set forth below.
2. I do not have any mental, physical or medical conditions which might affect or negatively impact my ability to participate in the Activity or which would likely result in an accident or injury to myself or other participants. I have the skill and physical ability to participate in the Activity and agree and warrant that, if at any time, I think that any part or performance of the Activity is unsafe, I will immediately advise the personnel of the Company and if necessary I may not be permitted to participate further in the Activity in whole or in part.

I further represent and warrant that I have not consumed, and am not under the influence of, intoxicants, medicine or drugs that could affect my normal mental or physical ability. The Company shall not be liable for refusing participation in the Activity, in its sole discretion, to me for violation of any representation contained herein or any rule of the Rules & Regulations or verbal instruction, and I hold the Company harmless for any and all such claims.

3. I agree, represent and warrant that I have received, understood and will perform the Activity in strict compliance with the Company's Rules & Regulations that I have received and signed, and that I will follow all verbal instructions given to me at any time by the Company's personnel. I agree to wear and properly use any and all safety equipment as instructed and will ensure that I am safely and properly attached to the safety line at all times when above the ground as instructed by the Company's personnel.

4. I acknowledge and accept that the course is self-guided and is unsupervised and unaccompanied by Company personnel or any other person while participants are in the trees. The course is supervised from the ground. Therefore, I acknowledge and agree that I shall be solely responsible for my participation in the Activity and the security of any possessions I chose to use or have during the Activity.

5. I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Company, promoters, other participants, or any subdivision thereof; operators, owners, officials, crews, rescue personnel, any persons at the premises or the location where the Activity takes place; promoters, sponsors, advertisers, owners and lessees of the premises used to conduct the Activity; premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or the Activity and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE, now known or hereafter known in any jurisdiction throughout the world, ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE ACTIVITY UNLESS OTHERWISE CAUSED BY THE GROSS NEGLIGENCE, OF THE RELEASEES.

6. I HEREBY AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and their insurance carrier, and each of them FROM ANY LOSS, DAMAGES, LIABILITY, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, PENALTIES, FINES, EXPENSES, OR COST of whatever kind, including reasonable attorney fees, they may incur arising out of or related to the ACTIVITY UNLESS OTHERWISE CAUSED BY THE GROSS NEGLIGENCE OF THE RELEASEES.

7. I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the ACTIVITY unless otherwise caused by the GROSS NEGLIGENCE OF RELEASEES.

8. I HEREBY acknowledge that THE ACTIVITY IS VERY DANGEROUS and involves the risk of serious injury and/or death and/or property damage. I also expressly acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

9. I HEREBY agree that in the event that I sustain any injury while at the premises of the Activity that any rescue personnel or medical personnel may release such medical information about my condition to representatives of the Company, promoter, operator, or owner, as necessary to allow such individuals to properly report that information to appropriate representatives of the Company and/or insurance carriers.

10. I HEREBY agree that this Assumption of Risk and Release and Waiver of Liability Agreement extends to all acts of negligence by the Releasees. INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is stated herein and as permitted by the laws of the State of KY in which the Activity is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

BY SIGNING I ACKNOWLEDGE THAT I HAVE READ THIS ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIONAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AS STATED HEREIN TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature

Print first and last name

Date of birth

Date

Address

Email

Phone

Please check this box if you would like us to email you about news and special offers.