

TreeTop Adventures Canton, MA Participant Agreement

Any person whom desires to participate in the activities offered at *TreeTop Adventures at the Irish Cultural Centre in Canton, MA* (TreeTop) must agree to the terms of this Waiver and Participation Agreement.

IMPORTANT PLEASE READ THIS DOCUMENT CAREFULLY PRIOR TO SIGNING IT AND AGREEING TO ITS TERMS IT IS A BINDING CONTRACT

For safety reasons, children under the age of seven (7) are not allowed to participate. The safety systems used here at TreeTop Adventures and the course design are inappropriate for anyone under the age of seven (7). Misrepresenting your child's age will put him or her at risk.

1. The purchase of a ticket to participate in the activities offered at TreeTop is a revocable license.
2. Such license may be revoked without refund for noncompliance with the terms of this agreement, or rules and regulations of TreeTop, at the sole and exclusive discretion of TreeTop.
3. In exchange for the consideration exchanged between the undersigned and TreeTop Adventures receipt of which is hereby acknowledged by the parties I, [indicated by the adult participant field below] an adult participant, or parent of a minor participant (for myself and on behalf of that minor participant(s), [indicated by the adult and minor field(s) below] understand, acknowledge and agree as follows. All adult (eighteen years and older) participants in the climbing, zip line and other activities at TreeTop Adventures at the Irish Cultural Centre in Canton, MA owned and operated by Fitness Adventures, LLC d/b/a TreeTop Adventures. If the participant is a minor, below the age of eighteen (18) but above the age of seven (7), at least one parent or legal guardian (Parent) must accompany the minor at all times while participating in TreeTop activities, throughout the park, and must execute this contract on behalf of each, minor child participating in the activities at TreeTop as evidence of their agreement to these terms and conditions, for themselves and on behalf of the minor participant. TreeTop may deny or terminate participation, or remove visitors from the premises at any time, without a refund, in its sole discretion.

Activities and Risks

4. Below is a partial list of the activities and risks during participation in the activities at TreeTop Adventures. It is neither complete nor comprehensive. The park consists of more than 130 platforms installed in trees and connected by various configurations of cable, wood and rope to form bridges and zip lines over which participants will move at heights of up to 50 feet; all activities are self-guided. Participation in these activities require balance, agility, focus and strength in varying degrees as one climbs through the course. TreeTop Adventures uses state-of-the-art: RPE III full-body harnesses in two different sizes (Youth/Adult) (being referred to in this document as Harness); Bornack Smart Safety Belay (SSB) Clips (being referred to in this document as safety clips); a Kong zip trolley; and Treekers basic reusable canvas gloves. Participants are allowed to bring their own gloves or purchase new gloves at the park.

The activities and risks include but are not limited to:

- Uneven terrain, tripping hazards;
- Falls and abrupt and possibly harmful contact with other persons, structures and objects (fixed and moveable);
- Carelessness and misjudgments of participants and staff of the Park, including by failing to follow proper procedures, instructions and the operating policies;
- Failure of structures and equipment;
- Forces of nature, predictable and unpredictable;
- Acts of God;
- Increased heart rate and other symptoms of anxiety and stress due to, among other things, heights, physical exertion and reliance on others;
- Injuries may include fractures, sprains, strains, bruises and other contusions and in extreme cases emotional distress, anxiety and even death.

These risks are inherent in the activities and premises of the Park; that is, without them the experience would materially change and lose its value and appeal. The description of risks above is not complete and other unknown or anticipated risks, inherent and otherwise, may be encountered.

5. Participants in the activities accept responsibility for his or her own safety and compliance with TreeTop Adventures' Safety Policies, and Procedures, including, but not limited to:

- Being over the age of 18 (unless accompanied by a parent who has executed this agreement on behalf of a minor and above the age of seven (7));
- Weight limit (max. of 265lbs);
- Respecting the TreeTop Adventures Staff at ALL times;
- Following the explicit instructions posted on signs and platforms throughout the park;
- Following the instructions and coaching from a member of the TreeTop Staff,
- Properly using a safety harness at all times while participating in the activities at TreeTop. The harness must NOT be removed or loosened for any reason while participant is off of the ground. Should the harness loosen or be removed while on the ground, the Participant must have the harness fit checked by staff prior to re-entering a course. Staff must be notified if a harness loosens or safety clips do not function as described in their orientation.
- Before engaging in the activities, all participants must read and understand all instructions, posted or otherwise conveyed.
- Participants must receive a safety briefing, get harnessed, have their harness checked twice by a TreeTop Adventures Staff member, receive SSB (*Smart Safe Belay*) Clips from a TreeTop Staff Member, and complete the practice lines.
- Participate in a 30-minute orientation process which is intended to instruct participants of the proper use of the harness, the SSB (*Smart Safe Belay*) Clips, the zip trolley.
- Accede to the discretion of TreeTop Staff, which may require, at TreeTop Adventures sole and exclusive discretion any participant to complete the practice lines until he or she is proficient with the equipment and process of climbing.

TreeTop Adventures may deny or terminate participation, or remove visitors from the premises at any time, without a refund, in its sole discretion.

Release

6. Holder of the ticket to participate in TreeTop Adventures activities assumes all risks occurring before, during or after the activities at TreeTop including injury by any cause and releases and holds harmless TreeTop Adventures and the Irish Cultural Centre, Inc., their agents, servants, employees, contractors, consultants, representatives, designees, assignees, and affiliates from any claims.

Medical Release

7. I acknowledge TreeTop Adventures does not have medical personnel or treatment available. I hereby authorize and grant permission to the Park to secure emergency medical treatment for myself, or, if I am the Parent, the minor participant, if necessary. I represent that I, or the minor participant, has no medical or health condition which might cause me, him, or her to be a danger to ourselves or to others. I agree to be responsible for all costs of medical care, including transportation, for myself, or the minor participant. I am, or the minor participant is, covered by adequate medical health insurance to provide for any medical costs that may be incurred.

If I am an adult participant or Parent/Guardian of a minor who is recovering from an injury, or using a brace, splint, cast or wrap while climbing, that decision is between myself and or my child's Doctor. TreeTop Adventures Staff will not advise any customer as to whether they are medically fit to climb.

Photographic Release of Likeness and Image

8. I consent and permits the reproduction by TreeTop Adventures of photographs, of myself or my minor child, without compensation, for advertising or other purposes. I release TreeTop Adventures and the Irish Cultural Centre, Inc., their agents, servants, employees, contractors, consultants, representatives, designees, assignees, and affiliates from liability or any violation of any personal and/or proprietary right I or the child may have in connection with such reproduction or use.

Jurisdiction, Venue and Choice of Law

9. Any dispute between any participant or parent on behalf of a minor child shall be governed by the laws of the Commonwealth of Massachusetts. Prior to the initiation of any legal proceeding, within sixty (60) days of either party notifying the other of any claim, the parties agree to submit to binding arbitration to all claims, disputes, or controversies including but not limited to those arising out of, or in relation to, the interpretation, application, or enforcement of this Agreement, using an arbitrator agreed to by TreeTop Adventures and the Participant. Should such arbitration not be concluded within sixty (60) days of notification of any claim, with a binding decision rendered within thirty (30) days following conclusion of said arbitration, the parties may pursue claims only in Norfolk County, Massachusetts.

Waiver

10. If any portion of this Agreement is held by a court or proper jurisdiction to be illegal, unenforceable or in conflict with any governing law, the validity of the remaining portions of the Agreement shall not be affected thereby.

Respectful Participation

11. I understand that TreeTop Adventures has worked hard to maintain a high quality and mutually beneficial relationship with the Trees, the Wetlands and the Irish Cultural Centre. All participants must be respectful of the environment surrounding Tree Tops, and agree to not litter, deface, vandalize or damage any portion of the environment surrounding Tree Tops. Any violation of the environment may lead to TreeTop Adventures denying or terminating participation, or removal visitors from the premises at any time, without a refund, in its sole discretion.



Climber's Last Name: _____

Field Trip Group: _____

Field Trip Date: _____

Participant's Name: _____

Participant's Date of Birth: _____ Age: _____

Participant's Address: _____

Street Name & Number

City

State

Zip

Emergency Contact: _____

First Name

Last Name

Emergency Contact Phone Number: _____

Parent(s) or court- appointed legal guardian(s) must sign for any participating minor (Those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth.

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date: _____