

TREE CLIMBING PLANET

RECREATIONAL ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with Recreational Activities.

I, _____ do hereby affirm and acknowledge that I have been fully informed of
Please print First Name, Middle Name, Last Name
the inherent hazards and risks associated with the recreational activity generally described as Recreational Tree Climbing, including the use of equipment and transportation associated therewith, in which I am about to engage. Inherent hazards and risks include but are not limited to:

1. Significant risk of injury from the activity and equipment utilized, including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. Risks associated with outdoor activities, including exposure to elements, excessive heat, hypothermia, encountering objects either natural or man-made, exposure to animals with the attendant risk of kicking, biting, or moving in an unanticipated manner causing injury and/or death.
4. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, trails, route location, or soundness of the tree and/or branches used for climbing.
5. Attack by or encounter with insects, reptiles, and/or other animals.
6. Accidents or illness occurring in remote places where there are no available medical facilities.
7. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the activity described above and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as Releasees: Tim Kovar, dba TREE CLIMBING PLANET.
2. I release the Releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the Releasees or otherwise. By executing this document, I agree to hold the Releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Releasees, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of Adult Participant (please print)

Signature of Adult Participant

Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, or Temporary Guardian with legal responsibility for this Participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

Name of Minor (please print)

Name of Parent or adult legal Guardian (please print)

Signature of Parent or adult legal Guardian if Participant is a Minor

Date

PHOTO RELEASE *(optional)*

I agree that Tim Kovar, dba TREE CLIMBING PLANET (TCP) may photograph me while I am participating in this tree climbing activity and that such photograph(s) may be used an unlimited number of times for unlimited different purposes.

I further agree that TCP may use and license others to use my name and photograph(s), along with any biographical material concerning me which I may provide, in any and all media and in the promotion, advertising, publicizing and exploitation of this tree climbing activity.

Signature of Participant

Date

Print name

I am the parent or legal guardian of the minor who has signed this release and consent, and I hereby agree that I and said minor will be bound by all the provisions contained herein.

Parent or Guardian Signature

Date

Print name