

Go Ape Brazos River Waiver

Completed: Apr 12, 2023 11:33 AM

Ip Address: 76.106.24.223

ASSUMPTION OF RISK & RELEASE OF CLAIMS

THIS IS A VERY IMPORTANT DOCUMENT. YOU MUST READ IT BEFORE SIGNING. THIS DOCUMENT CONTAINS A RELEASE OF CLAIMS. IF YOU SIGN IT, YOU WILL BE RELEASING THE COMPANY FROM ALL CLAIMS YOU MAY HAVE.

1. I, the identified Primary Signer, wish to participate in one or more of the following activities organized by Go Ape Brazos River Park LLC on the Activity date as set forth in my booking reservation: Treetop Adventure course, Treetop Discovery course, Treetop Journey course, and/or Axe Throwing (the "Activity" or "Activities"). As used herein, Go Ape Brazos River Park LLC, its parents and its subsidiaries, and/or their affiliates shall be referred to collectively as the "Company" or "Go Ape."

2. I am at least 18 years old.

In consideration of my participation in the Activit(ies), I agree to the following:

3. I certify that I am aware of the weight, height, age, and medical restrictions applicable to the Activit(ies) in which I am participating and confirm that I meet each of those requirements and am in reasonably good medical condition. I understand that failure to abide these restrictions can create a significant increase of risk of harm to myself, other participants, and employees of Go Ape.

4. I understand that participation in the Activit(ies) exposes me to certain risks. The risk of personal and property injury, including, among others, permanent disability and death exists by reason of the potential for slips, falls, trips, collisions and contact with other participants or staff and fixed or moving objects or equipment, falling objects, moving about Activit(ies) grounds including at times of low visibility, exposure to the elements or environmental conditions, heart attacks or other cardiovascular events, negligent acts of Go Ape, latent or apparent defects or conditions of equipment supplied by Go Ape, failure of structures and equipment, inadequate training, unpredictable forces of nature, and otherwise.

A number of these risks are inherent in nature and cannot be changed without changing the essential nature and educational and other values of the Activit(ies). I understand and acknowledge that the enjoyment and excitement of participating in the Activit(ies) is derived in part from the inherent risks incurred by the Activit(ies) beyond the accepted safety of life at home or in normal day to day activities and that these risks contribute to my enjoyment and excitement and are integral and essential qualities of the Activit(ies). I further understand that the description of risks is not complete and that other known and unknown risks may result in injury, illness or death.

Further, COVID-19 has been declared a worldwide pandemic by the World Health Organization and is considered extremely contagious. I acknowledge the contagious nature of COVID-19, understand and voluntarily assume all risk of exposure to and infection by COVID-19 by participating in the Activity from any source, including but not limited to, Go Ape employees, other participants, participation in the Activities and/or use of the facilities. I further understand and assume all risk that such exposure or infection may result in personal injury, illness, permanent disability and/or death.

BY EXECUTION OF THIS AGREEMENT, I ACKNOWLEDGE MY UNDERSTANDING OF THE RISKS OF THE ACTIVIT(IES), AND THE NATURE OF THE TREETOP ADVENTURE, TREETOP DISCOVERY AND TREETOP JOURNEY COURSES AS PHYSICALLY TESTING AERIAL OBSTACLE AND ZIP LINE COURSES AND THE NATURE OF THE AXE THROWING AS A PHYSICALLY TESTING AXE THROWING ACTIVITY INVOLVING SHARP OBJECTS. I UNDERSTAND THAT THESE ARE HIGH-RISK ACTIVIT(IES) AND THAT I MAY SUFFER PERSONAL INJURY INCLUDING DEATH. I KNOWINGLY AGREE TO ACCEPT AND ASSUME ALL RISKS ASSOCIATED WITH THE ACTIVIT(IES), BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF GO APE.

5. I agree to participate in the Activit(ies) only to the extent of my skill level and physical and medical condition. I understand that I am solely responsible for determining which portion of the Activit(ies), if any, I can participate in based on these and other factors. I do not have a pre-existing injury or underlying physical or medical condition that would increase the likelihood of injury, illness or death as the result of participation.

6. I agree to undertake the Activit(ies) in accordance with Go Ape's applicable written Safety Rules of Participation, available online and or at the Activit(ies), and the oral instruction is given to me before undertaking the Activit(ies).

7. I agree that I am responsible for my own safety and that of my possessions while undertaking the Activit(ies) and understand that I will not be supervised by any Company personnel. If I participate in the Activit(ies), I represent that I am doing so freely and only after I have received and understood instruction on the applicable Safety Rules of Participation, the Safety System, if any, and my obligations in undertaking the Activit(ies). I further acknowledge that the Activit(ies) is/are elective in nature, and I have the ability to simply choose not to participate.

8. I grant to Go Ape the right to take photographs/videos of me in connection with my participation in the Activit(ies), and convey all right, title and interest in and to the same to Go Ape. I authorize Go Ape to copyright, use, and publish the same in print and/or electronically, and agree to its use for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content. I authorize Go Ape to use my email below for promotional and other commercial purposes unless and until I opt-out by writing to info@goape.com. I have read and agree to Go Ape's privacy policy available at https://goape.com.

9. I, ALONG WITH MY HEIRS AND PERSONAL REPRESENTATIVES, HEREBY RELEASE GO APE, ITS OWNERS, AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, SUCCESSORS, LANDOWNERS, PARK ENTITIES, THE CITY OF SUGAR LAND, TEXAS AND EACH OF THEIR RESPECTIVE OWNERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, COMMISSIONERS, AFFILIATES, PARENTS, REPRESENTATIVES, CONTRACTORS, ELECTED OFFICIALS, APPOINTEES, AND ASSIGNS ("RELEASEES") FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING FROM THE RELEASEES' NEGLIGENCE AND/OR MY PARTICIPATION IN THE ACTIVIT(IES) AND/OR MY PRESENCE ON COMPANY PROPERTY/ACTIVIT(IES) AREAS INCLUDING ANY PHYSICAL OR EMOTIONAL INJURY, INCLUDING DEATH. I UNDERSTAND AND AGREE THAT THIS RELEASE INCLUDES CLAIMS BASED ON ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE RELEASEES RESULTING IN A COVID-19 EXPOSURE OR INFECTION, WHETHER IT OCCURS BEFORE, DURING, OR AFTER PARTICIPATION IN THE ACTIVITY.

10. I FURTHER, ALONG WITH MY HEIRS AND PERSONAL REPRESENTATIVES, AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING FROM THE RELEASEES' NEGLIGENCE AND/OR MY PARTICIPATION IN THE ACTIVIT(IES) AND/OR PRESENCE ON COMPANY PROPERTY/ACTIVIT(IES) AREAS INCLUDING ANY PHYSICAL OR EMOTIONAL INJURY, INCLUDING DEATH. I UNDERSTAND AND AGREE THAT THIS OBLIGATION INCLUDES CLAIMS BASED ON ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE RELEASEES RESULTING IN A COVID-19 EXPOSURE OR INFECTION, WHETHER IT OCCURS BEFORE, DURING, OR AFTER PARTICIPATION IN THE ACTIVITY.

11. This Assumption of Risk and Release of Claims Agreement shall be governed under the laws of the State of Maryland. Any legal action arising hereunder shall be brought and decided exclusively by the Courts situated in Frederick County, Maryland. If the Court finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effectuate the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

☒ By checking here, I am applying my electronic signature and certifying that I have read this Release of Claims and Assumption of Risk Agreement, fully understanding its terms, understanding that I have given up substantial rights by signing it, and sign freely and voluntarily without inducement.

Further, by checking here, I consent to the use of my electronic signature. I understand that if I wish to sign a hard copy of this agreement instead of an electronic version, I must contact the party requesting signature directly. I agree and understand that my electronic signature is the legally binding equivalent of my handwritten signature and valid as if I signed this document in writing. I understand that I have a right to request a paper copy of this document directly from the party requiring my signature and no fee will be charged for such. I understand that I will need software that allows me to access PDF files to view this document, as well as a printer connected to a computer to print and retain a hard copy of the agreement upon receipt by email.

ASSUMPTION OF RISK & RELEASE OF CLAIMS

MINOR PARTICIPANTS – TO BE COMPLETED BY PARENT OR LEGAL GUARDIAN

THIS IS A VERY IMPORTANT DOCUMENT. YOU MUST READ IT BEFORE SIGNING. THIS DOCUMENT CONTAINS A RELEASE OF CLAIMS. IF YOU SIGN IT, YOU WILL BE RELEASING THE COMPANY FROM ALL CLAIMS YOU AND ANY CHILDREN YOU SIGN FOR MAY HAVE.

1. I, the identified Primary Signer, am the parent and/or legal guardian the identified dependent(s) listed above (the "Child(ren)") who is/are under 18 years old. If I am not the parent and/or guardian of the Child(ren), I am authorized by Child(ren)'s parent(s) and/or legal guardian(s) to act on their behalf and that of such Child(ren), including signing this Assumption of Risk and Release of Claims. I wish that such Child(ren) participate in one or more of the following activities organized by Go Ape Brazos River Park LLC on the Activity date as set forth in the Child(ren)'s booking reservation: Treetop Adventure course, Treetop Discovery course, Treetop Journey course, and/or Axe Throwing (the "Activity" or "Activities"). As used herein, Go Ape Brazos River Park LLC, its parents and its subsidiaries, and/or their affiliates shall be referred to collectively as the "Company" or "Go Ape."

In consideration of the Child(ren)'s participation in the Activit(ies), I agree to the following:

2. I certify that I am at least 18 years old and am aware of the weight, height, age, and medical restrictions of the applicable Activit(ies) in which the Child(ren) are participating and confirm that the Child(ren) meet each such requirement and is/are in reasonably good medical condition. I understand that failure to abide these restrictions can create a significant increase of risk of harm to the Child(ren), other participants, and employees of Go Ape.

3. I understand that participation in the Activit(ies) exposes the Child(ren) to certain risks. The risk of personal and property injury, including, among others, permanent disability and death exists by reason of the potential for slips, falls, trips, collisions and contact with other participants or staff and fixed or moving objects or equipment, falling objects, moving about the Activit(ies) grounds including at times of low visibility, exposure to the elements or environmental conditions, heart attacks or other cardiovascular events, negligent acts of Go Ape, latent or apparent defects or conditions of equipment supplied by Go Ape, failure of structures and equipment, inadequate training, unpredictable forces of nature, and otherwise.

A number of these risks are inherent in nature and cannot be changed without changing the essential nature and educational and other values of the Activit(ies). I understand and acknowledge that the enjoyment and excitement of participating in the Activit(ies) is derived in part from the inherent risks incurred by the Activit(ies) beyond the accepted safety of life at home or in normal day to day activities and that these risks contribute to the Child(ren)'s enjoyment and excitement and are integral and essential qualities of the Activit(ies). I further understand that the description of risks is not complete and that other known and unknown risks may result in injury, illness or death.

Further, COVID-19 has been declared a worldwide pandemic by the World Health Organization and is considered extremely contagious. I acknowledge the contagious nature of COVID-19, understand and, on behalf of myself and the Child(ren), voluntarily assume all risk of exposure to and infection by COVID-19 by their participation in the Activity from any source, including but not limited to, Go Ape employees, other participants, participation in the Activities and/or use of the facilities. I further understand and assume all risk on behalf of myself and the Child(ren) that such exposure or infection may result in personal injury, illness, permanent disability and/or death.

BY EXECUTION OF THIS AGREEMENT, I ACKNOWLEDGE MY UNDERSTANDING OF THE RISKS OF THE ACTIVIT(IES), AND THE NATURE OF THE TREETOP ADVENTURE, TREETOP DISCOVERY AND TREETOP JOURNEY COURSES AS PHYSICALLY TESTING AERIAL OBSTACLE AND ZIP LINE COURSES AND THE NATURE OF AXE THROWING AS A PHYSICALLY TESTING AXE THROWING ACTIVITY INVOLVING SHARP OBJECTS. I UNDERSTAND THAT THESE ARE HIGH-RISK ACTIVIT(IES) AND THAT THE CHILD(REN) MAY SUFFER PERSONAL INJURY INCLUDING DEATH. ON BEHALF OF MYSELF AND THE CHILD(REN), I KNOWINGLY AGREE TO ACCEPT AND ASSUME ALL RISKS AND LIABILITIES ASSOCIATED WITH THE ACTIVIT(IES), BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF GO APE.

4. I agree to allow the Child(ren) to participate in the Activit(ies) only to the extent of their respective skill level(s) and physical and medical condition(s). I have investigated and am familiar with the nature of the Activit(ies) and acknowledge that I am solely responsible for determining which portion of the Activit(ies), if any, such Child(ren) can participate in based on these and other factors. Such Child(ren) does/do not have a pre-existing injury or underlying physical or medical condition that would increase the likelihood of injury, illness or death as the result of participation.

5. I agree that Go Ape shall not be responsible for the safety of the Child(ren) or that of his/her possessions while undertaking the Activit(ies). I understand and agree that they will not be supervised by any Company personnel during the Activit(ies) or otherwise. I acknowledge that the Child(ren) are responsible for adhering to Go Ape's applicable written Safety Rules of Participation, which are available online and or at the Activit(ies). I represent that the Child(ren) is/are participating in the Activit(ies) freely and that the Activit(ies) is/are elective in nature, and I have the ability to simply choose not to permit the Child(ren)'s participation.

6. On behalf of myself and the Child(ren), I grant to Go Ape the right to take photographs/videos of the Child(ren) in connection with their participation in the Activit(ies), and convey all right, title and interest in and to the same to Go Ape. I authorize Go Ape to copyright, use, and publish the same in print and/or electronically, and agree to its use for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content. I authorize Go Ape to use my email below for promotional and other commercial purposes unless and until I opt-out by writing to info@goape.com. I have read and agree to Go Ape's privacy policy available at https://goape.com.

7. ON BEHALF OF MYSELF AND THE CHILD(REN), OUR HEIRS AND PERSONAL REPRESENTATIVES, I HEREBY RELEASE GO APE, ITS OWNERS, AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, SUCCESSORS, LANDOWNERS, PARK ENTITIES, THE CITY OF SUGAR LAND, TEXAS AND EACH OF THEIR RESPECTIVE OWNERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, COMMISSIONERS, AFFILIATES, PARENTS, REPRESENTATIVES, CONTRACTORS, ELECTED OFFICIALS, APPOINTEES, AND ASSIGNS ("RELEASEES") FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING FROM THE RELEASEES' NEGLIGENCE AND/OR SUCH CHILD(REN)'S PARTICIPATION IN THE ACTIVIT(IES) AND/OR PRESENCE ON COMPANY PROPERTY/ACTIVIT(IES) AREAS INCLUDING ANY PHYSICAL OR EMOTIONAL INJURY, INCLUDING DEATH. I UNDERSTAND AND AGREE THAT THIS RELEASE INCLUDES CLAIMS BASED ON ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE RELEASEES RESULTING IN A COVID-19 EXPOSURE OR INFECTION, WHETHER IT OCCURS BEFORE, DURING, OR AFTER PARTICIPATION IN THE ACTIVITY.

8. ON BEHALF OF MYSELF AND THE CHILD(REN), OUR HEIRS AND PERSONAL REPRESENTATIVES, I AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING FROM THE RELEASEES' NEGLIGENCE AND/OR THE CHILD(REN)'S PARTICIPATION IN THE ACTIVIT(IES) AND/OR PRESENCE ON COMPANY PROPERTY/ACTIVIT(IES) AREAS INCLUDING ANY PHYSICAL OR EMOTIONAL INJURY, INCLUDING DEATH. I UNDERSTAND AND AGREE THAT THIS OBLIGATION INCLUDES CLAIMS BASED ON ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE RELEASEES RESULTING IN A COVID-19 EXPOSURE OR INFECTION, WHETHER IT OCCURS BEFORE, DURING, OR AFTER PARTICIPATION IN THE ACTIVITY.

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☒ By checking here, I am applying my electronic signature and certifying that I have read this Release of Claims and Assumption of Risk Agreement, fully understanding its terms, understanding that I have given up substantial rights by signing it, and sign freely and voluntarily without inducement.

Further, I certify that I am at least 18 years of age and the parent or legal guardian of the identified minor above, or if I am not the parent, that I am authorized by such minor's parent or legal guardian to sign this Agreement on their behalf and that of such minor.

I consent to the use of my electronic signature. I understand that if I wish to sign a hard copy of this agreement instead of an electronic version, I must contact the party requesting signature directly. I agree and understand that my electronic signature is the legally binding equivalent of my handwritten signature and valid as if I signed this document in writing. I understand that I have a right to request a paper copy of this document directly from the party requiring my signature and no fee will be charged for such. I understand that I will need software that allows me to access PDF files to view this document, as well as a printer connected to a computer to print and retain a hard copy of the agreement upon receipt by email.

<input checked="" type="checkbox"/>	Name: Gary Gorilla	Email: gary.gorilla@goape.com	Dob: Jan 1, 1921
<input checked="" type="checkbox"/>	Name: Gracie Gorilla	Email: gary.gorilla@goape.com	Dob: Feb 2, 2022

Questions: (Answers are what was recorded at time of signing)