

Climb Date: _____
Climb Time: _____

Natural Fit Outdoor Adventures Recreational Tree Climbing Participant Agreement
Including Assumption of Risk and Agreements of Release, Indemnification and Agreement not to Sue

The parties to this contract are Natural Fit Outdoor Adventures LLC, their owners, officers, affiliates, employees and agents, the equipment manufacturers and distributors, and the owners of the property where Natural Fit Outdoor Adventures LLC and the activity are located (hereinafter referred to collectively as “The Grove”) and the persons signing below, including the participant in the activities of Natural Fit Outdoor Adventures LLC (Participant).

This form must be read, understood, and signed by all Participants, adults and minors (persons under 18 years of age) AND by a parent or 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 recreational tree climbing unless these signatures are provided.

Description of Activities Covered:

I understand that this agreement includes any and all activities in any way related to services provided, arranged, organized, conducted, sponsored, authorized or allowed by The Grove. The Grove includes, but is not limited to the following activities/situations/elements in which I am knowingly and willingly choosing to participate:

1. Moving About the Property. The Grove allows the Participant to walk freely in and around buildings and Welcome Center facilities as well as hike on designated trails. The Participant must agree to follow all signage and placards.
2. Vehicle Transport. Transport in any vehicle used by The Grove.
3. Orientation and Instructional Courses. Guide conducted safety briefings in outfitting areas or on instructional elements designed to educate the Participant.
4. Stairways and Ladders. Structures built to enable the Participant to ascend steep slopes or access high platforms by climbing. This may require the use of personal protective equipment (such as harnesses, lanyards and pulleys) and methods approved by The Grove.
5. Rappels. Controlled descents on rope using personal protective equipment (such as harnesses, lanyards, belay devices) and methods approved by The Grove.
6. Other. Any other activity in any way related to Participant’s enrollment and participation in any of the activities provided by The Grove.

Physical Requirements:

- Participants must wear closed-toe shoes.
- Participants must be able to walk one mile and climb three flights of steps.
- Participants must be in moderate to good health.

Description of Risks:

I understand, acknowledge and accept that participation with The Grove involves risks and that a number of these risks are inherent to The Grove and cannot be eliminated without changing the essential nature and educational values of the activity as well as its appeal. The inherent risks associated with The Grove may include, but are not limited to, the following: Emotional risks such as hurt feelings, panic or psychological trauma i.e. fear of heights. Physical risks such as small scrapes and bruises, bites, stings, skin rashes, broken bones, sprains, neurological damage, shock, and in extraordinary cases, death. The property on which The Grove is located includes rocky, wooded terrain, ravines, and creek beds which may be home to potentially harmful plants and animals, including but not limited to snakes, ticks and poison ivy. Injuries may be a natural consequence of the activity undertaken, a consequence of structural design or failure, a consequence of personal protective equipment failure including but not limited to harnesses, lanyards, pulleys, ascension devices and lowering devices, or a consequence of environmental hazards. Injuries may occur in spite of efforts taken by The Grove and staff to prevent them.

Assumption of Risk:

I acknowledge and voluntarily assume the risks of illness, injury and death associated with these activities, inherent or otherwise, and whether or not they are described above. I understand that recreational tree climbing activities include those described above. If the Participant is a minor, I, Parent, have discussed the activities and risks with him or her, and the child wishes to participate nonetheless.

In consideration of participating in Recreational Tree Climbing, which I and my group (if any) have contracted for with The Grove, I the undersigned Participant, and/or the Parent of a minor Participant, agrees as follows:

1. I understand the nature of the activities that I will be engaging in *as described above*.
2. I understand that there are risks of injury and death associated with these activities and that these risks cannot be entirely reduced or eliminated from the activities.
3. I understand that The Grove may refuse recreational tree climbing to persons The Grove or their agents deem a hazard to themselves or others.
4. I hereby release The Grove, its staff, owners, directors, volunteers, independent contractors, representatives and owners of the property on which the climb is conducted from any and all liability of loss, damage, expense of injury, including death, that I, or the minor, or a member of our respective families may suffer, from my (or the minor's) presence on the climb, its facilities, and participation in the climb's activities. This release extends to claims arising from any cause whatsoever, including negligence, breach of contract, products liability or breach of any duty to protect me (or the minor) from risks of hazards of the climb activity, excepting gross negligence or intentionally wrongful conduct.
5. I hereby agree to hold harmless and indemnify (that is, defend and pay, including costs and attorneys fees) the *abovementioned parties* and each of them from liability for any claim, including damage to property or personal injury and death, to any third party, arising from or in any way related to my (or the minor's) presence on the climb, its facilities, and participation in the climbing activities.
6. I accept responsibility for any expenses that may be incurred for any illnesses or injury that may result from my participation in The Grove's programs including the costs of evacuation, hospitalization and medical treatment.
7. The Grove reserves the right to use video or other photographic images of Participants for future marketing, educational or other purposes and the Participants hereby consent to such use without compensation.
8. I have read, fully understand and hereby agree to the terms of this agreement, and am signing below intending to be legally bound thereby.

Please provide the following information regarding the Participant:

Signature _____ Date of Birth _____

Printed Name _____ Date _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Cell Phone _____

E-mail Address _____

Group Name (if any) _____ Scheduled Date _____

Height _____ Weight _____

Natural Fit Outdoor Adventures LLC
Agreement by Parent or Guardian of a MINOR Child

I am the parent/guardian of the minor whose signature appears on the attached release and whose names are listed below. I have discussed the terms of the above Agreement with my child and am assured by my child that he or she understands the Agreement and has freely accepted its terms. I give my child permission to participate in the recreational tree climbing programs to be provided by Natural Fit Outdoor Adventures LLC. My signature below reflects my agreement to fully release Natural Fit Outdoor Adventures LLC from any claim which I may have, and, to the fullest extent allowed by law, to release such persons on behalf of my child and any member of my or the child's family, for any claim the child may have, arising from the child's enrollment or participation in the aforementioned activities. **These agreements of release and indemnity include claims of negligence, but not gross negligence or intentionally wrong conduct.**

Signature _____ Date _____
Printed Name _____ Relationship _____
Name of Child _____

Assignment of Supervision for a Minor Participant

Children may participate in Recreational Tree Climbing at Natural Fit Outdoor Adventures LLC with proper parental permission and supervision of designated individuals.

ALL participants under the age of 18 MUST have a Participant Agreement, waiver, completed by their parent or legal guardian prior to participating in the climb.

In addition, Guests under age 16 MUST ALSO be accompanied on the climb by their parent/legal guardian or another adult designated as supervisor.

PLEASE COMPLETE THIS DOCUMENT TO DESIGNATE AN ADULT (OTHER THAN THE PARENT/LEGALGUARDIAN) AS SUPERVISOR OF A MINOR PARTICIPANT UNDER THE AGE OF 16.

Parent/Legal Guardian:

I, _____, as the parent or legal guardian of _____,
(Parent/guardian) (Minor participant)
assign supervision of my child to _____ while participating in tree climbing
(Adult participant-supervisor)

activities with Natural Fit Outdoor Adventures LLC. I have reviewed the contents of the Natural Fit Outdoor Adventures LLC Participant Agreement with my child and have discussed the assignment of this supervisory role. I attest that my child has willingly and knowingly agreed to participate in this activity under the supervisory arrangement outlined above.

(Parent signature) (Date)

Adult Participant/Supervisor:

I, _____, have agreed to serve in the supervisory role as outlined above.
(Adult participant/supervisor)

(Adult participant/supervisor signature) (Date)

Tour Date: _____

Tour Time: _____

Natural Fit Outdoor Adventures Medical Questionnaire

Medical Concerns

Participants must be reasonably fit. They should be able to walk unassisted up stairs. Recreational tree climbing is designed for use by participants of at least average mobility and strength who are in reasonably good health. Obesity, high blood pressure, cardiac & coronary artery disease, pulmonary problems, arthritis, tendonitis and other joint & musculoskeletal problems and some psychological and psychiatric problems, may all increase the risks of the experiences and cause the Participant to be a danger to him/herself or others. If you are uncertain as to whether or not you are fit enough to participate, you should consult your doctor before doing so.

Please Read: This form is intended to remind staff and participants of the seriousness of attempting adventure activities with an old, existing injury, heart problem or other conditions which might be aggravated by the canopy tour. This information will be held in the strictest of confidence, and may be discussed in private with your guides.

Questions

Response (circle)

- | | | |
|---|-----|----|
| 1. Any pre-existing injuries (ankles, knees, etc.) and/or physical limitations that might be aggravated by the event? | YES | NO |
| 2. Taking any current medications? | YES | NO |
| 3. Any heart problems or heart medication? | YES | NO |
| 4. Any pressure or coercion from others to participate? | YES | NO |
| 5. Do you have high blood pressure? | YES | NO |
| 6. Do you have any allergies and/or reactions (food, bees, insects, medications), | YES | NO |
| 7. Do you foresee any problem participating in the upcoming Canopy Tour due to lack of physical exercise at home? | YES | NO |

I declare that I, or if I am the Parent, the minor Participant, am/is in reasonably good health, not pregnant, nor have any existing injuries not listed above, or any serious musculoskeletal disorders, do not have epilepsy or seizure disorders that impair my ability to drive, am not under the influence of alcohol, illegal drugs, or prescription drugs that impair me in any way, do not have a heart condition that require immediate medical attention, do not have hemophilia or disorders that require me to take high doses of blood thinning medication. Please list all medications that the Participant may need at a moment's notice:

Please list all drug allergies and general allergies of the Participant:

Is there anything else we should know about you?

In case of emergency contact:

Relationship: _____ Phone # _____

Participant, please read and sign: I have honestly disclosed to the staff any medical, psychological or personal reasons that might affect my safety or the safety of others during the climb.

Signature

Date

Printed Name