



# Brownstone

## Exploration & Discovery Park

Participant's Name: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_ Emergency Phone #: \_\_\_\_\_

Scuba Divers Only:

Type of Certification and Number: \_\_\_\_\_ Certifying Agency: \_\_\_\_\_

Add me to the Brownstone Park e-mail list so I can receive news and special offers from the park.

### **Release and Waiver of Claims Arising From Inherent Risks, Indemnity and Arbitration Agreement -READ VERY CAREFULLY BEFORE SIGNING**

I, on behalf of myself, my heirs, legal representatives, successors and assigns, (hereinafter "RELEASOR"), in consideration for being allowed by [Brownstone] to use its facilities, use its equipment and to participate in aquatic and quarry adventure activities, **hereby release it, its affiliates, successors, subsidiaries, managers and employees, (hereinafter "RELEASEES"), from any and all claims involving injury, damage or death resulting from risks inherent in the activities in which I am about to engage in.** RELEASOR acknowledges that these inherent risks include, but are not limited to: climbing; slipping; falling; jumping; collisions with objects and other people; artificial and natural surfaces, including slippery surfaces; aerial activities; rough or uneven terrain, including trails, rocks and tree roots; man made features and obstacles; and, weather -related conditions. RELEASOR knows that aquatic challenge and adventure activities can be inherently hazardous, and that participants can injure themselves as a result of these inherent risks. **RELEASOR freely assumes the risk for all injuries, damages or death caused by, or related to, risks inherent to the activity in which I am about to engage.**

The parties hereby agree that any claim by any party arising out of my participation in this activity, except indemnification claims, shall be submitted for arbitration to the American Arbitration Association, and not by way of civil lawsuit filed in either the state or federal courts. Three arbitrators, including one neutral, shall be utilized. They shall decide: 1) if the claim is subject to arbitration under this agreement; and 2) whether the injuries and damages claimed by RELEASOR arise out of risks inherent to this activity. I agree to abide by the arbitrators' decision, and refrain from pursuing damages by way of civil law suit, if it is determined by the arbitrators that my injuries or damages arose out of said inherent risks.

I agree that every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable on RELEASOR.

I represent that I am physically fit, possess adequate skill and that I am up to the challenge of the activity in which I am about to engage. I take responsibility for the inspection and maintenance of my own

equipment, and I have been given an opportunity to inspect the venue and agree, by virtue of my decision to participate, that the venue is reasonably safe.

RELEASOR agrees to indemnify and hold harmless the RELEASEES for all defense costs, fees, settlements, judgments, including attorney fees, arising out of any claim that is related to injuries caused by the inherent risks.

I know that by signing this agreement, I am giving up legal rights, and I freely choose to sign this agreement. I have been given adequate time to consider this agreement and to negotiate revisions.

Participant hereby grants to the Host, its representatives, and employees the right to take photographs and video of Participant in connection with Participant's participation in the Programs. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs and video of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

**I HAVE READ AND UNDERSTOOD THIS ENTIRE DOCUMENT. I HAVE NOT BEEN FORCED TO SIGN THIS AGREEMENT UNDER DURESS OR TIME CONSTRAINTS. I HAVE BEEN GIVEN AN OPPORTUNITY TO SPEAK WITH A REPRESENTATIVE OF THE RELEASEES TO DISCUSS ANY QUESTIONS THAT I MIGHT HAVE.**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date \_\_\_\_\_

**CONSENT AND RELEASE OF PARENT OR GUARDIAN**

I am the parent or guardian of \_\_\_\_\_ (Child),

Additional Children: \_\_\_\_\_ (Child) \_\_\_\_\_ (Child)

My Children listed are fit for the event, and I consent to my Children's participation. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Children to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILDREN**, my heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES LISTED ABOVE FROM EVERY CLAIM AND ANY LIABILITY** arising out of risks inherent in this activity. I, likewise, promise not to sue the entities referenced above on my behalf of behalf of my Children. I agree to the indemnity terms set forth above, and agree to the arbitration terms set forth above.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent or Guardian