

Yorktown Recreation Travel Camp Waiver Packet 2016

To participate in certain trips a waiver is required. If waivers are not completed by parent/guardian the camper will not be allowed to participate on trip.

All necessary waivers/forms are to be returned to the Yorktown Recreation Office by Friday, June 17th.

CAMPERS NAME: _____ CAMP: TRAVEL SESSION: _____

Complete

All Campers:

Yorktown Recreation Discipline Policy (3 pages)	
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Week One Trips that NEED Waivers:

None

Week Two Trip That NEED Waiver:

Thursday 7/14 – The Adventure Park (Online- Submit Email Confirmation)	
Friday 7/15 – Grand Prix (2 pages)	

Week Three Trips that NEED Waivers:

Monday 7/18 – Bounce! (2 pages)	
Thursday 7/21 – Brownstone Exploration & Discovery Park (2 pages)	

Week Four Trip that NEED Waiver:

None

Yorktown Recreation
176 Granite Springs Rd
Yorktown Heights, NY 10598
914-245-4650
ypr@yorktownny.org

Town of Yorktown Parks & Recreation

Camp Program

Camp Discipline Policy

Purpose:

At times, disciplinary action may be necessary in order to ensure the safety of campers and staff. When identifying a situation that requires disciplinary action, implementing a fair and reasonable solution not only provides protection of health and ensures the safety of camp participants, but also supports the Mission to create an enriched environment for all campers.

Establishing a course of action:

Disciplinary action will be in response to any one of the following:

1. Camper's repeated refusal to follow the instructions of Counselors/Directors.
2. Camper's verbal abuse of a staff person or another camper.
3. Camper's striking, biting, kicking or physically abusing a staff person or fellow camper.
4. Intentional damage or taking of private property.
5. Repeated instigation or physical or mental aggression.
6. Behavior that puts the camper and others in a hazardous situation.
7. Leaving the group without permission from Counselors/Directors.
8. Any form of behavior that a Counselor/Director finds inappropriate or an unreasonable standard of camp behavior.

Behavior:

All campers must be **mature and acknowledge their responsibility for their own behavior**, as well as their own property. Additionally, campers must **acknowledge their understanding of the rights and property of others**.

There is to be **no excessive horseplay, loudness, and unruly or abusive language**. There will be **no physical or emotional abuse, such as hitting, punching, taunting or verbal bashing**.

It is to be expected that campers will **pay attention and follow the rules and regulations in place with regard to all facilities and areas of camp**. **VIOLATORS OF THE RULES AND REGULATIONS RESULTS IN THE LOSS OF OPPORTUNITY TO PARTICIPATE IN FUTURE CAMP PROGRAMS AND ACTIVITIES AND/OR AN IMMEDIATE RETURN HOME UNDER PARENTAL RESPONSIBILITY WITH NO REFUND OF FEES PAID**. Decisions are at the discretion of the Camp Supervisor, Camp Director, Assistant Director or the Recreation Administration.

Policy:

In determining a camper in need of Disciplinary Action, the following steps will be implemented:

1. Verbal warning to the camper (including an explanation).
2. Verbal conversation with parent(s) by phone or by appointment.
3. Meeting with camper and parent(s) to discuss the situation **prior to continued attendance.**
4. Dismissal from camp **without refund.**

As incidents are reviewed individually, some may warrant **more serious disciplinary action.** The Camp Directors and The Town of Yorktown Parks and Recreation Department **reserve the right to bypass the above-mentioned policy/procedure and dismiss or suspend a camper from the program without refund.**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE RECREATION OFFICE AT 245-4650 BETWEEN THE HOURS OF 8:30AM TO 4:30PM.

**Town of Yorktown Parks and Recreation Department
176 Granite Springs Road
Yorktown Heights, NY 10598**

Yorktown

Department of Parks and Recreation

Superintendent
Brian Gray

Assistant Superintendent
Todd Orłowski

Assistant Superintendent
Erin Mantz

March 2016

To Camp Parents/Participants:

This letter is to confirm that both the parent/guardian and camper have read the Camp's Disciplinary Policy and understand the policies and procedures set forth by the administration of the camps. By signing below, you agree to adhere to the appropriate standards of behavior that provide a safe and enriched environment for campers and staff. Furthermore you accept the actions that will take place in response to a camper not abiding by the policies and procedures of the Yorktown Camp Program.

Thank you for your cooperation, and I hope you enjoy this summer's activities!

Best wishes,

Erin Mantz
Assistant Superintendent

This document should be signed by both parent/guardian and camper then returned no later than Friday, June 17, 2016.

Acknowledged and Accepted By:

Camper

Date

Parent/Guardian

Date

Camp Attending

**The Adventure Park at the Discovery Museum
Bridgeport, CT**

Travel/Adventure Trip- July 21, 2016

Online Waiver Only

Please log onto:

<http://www.discoveryadventurepark.org/>

- At the top of the page place your mouse over "General Admission"
- Click "Liability Waiver"
- Click link to access liability waiver
- Complete waiver/ required fields
- Log into email and confirm email address
- Print Email Confirmation and submit to YPR

-Or-

<https://www.smartwaiver.com/w/53165f038111b/web/>

- Complete waiver/ required fields
- Log into email and confirm email address
- Print Email Confirmation and submit to YPR

***Confirmation e-mail MUST be submitted to Recreation Office.
You may also forward the email to ypr@yorktownny.org***

PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Yorktown Recreation Travel Camp- Grand Prix Mt. Kisco, NY

DESCRIPTION AND LOCATION OF EVENT(S)

IN CONSIDERATION of my minor child ("the Minor") being permitted to participate in any way in the EVENT(S) and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined to be any area which requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), I agree:

1. I know the nature of the EVENT(S) and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event(s). I will inspect the premises, facilities, and equipment to be used, or with which the Minor may come in contact. IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).
2. I FULLY UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participation in the Event(s) and/or entry into Restricted Areas involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others participating in the Event(s), the rules of the Event(s), the condition and layout of the premises and equipment, and/or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.
3. I consent to the Minor's participation in the Event(s) and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any Restricted Area, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO ME, THE MINOR, my and the minor's personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME OR THE MINOR, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.
5. If, despite this release, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the "Releasees" named above, I AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
6. I sign this agreement on my own behalf and on behalf of the Minor.

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

I HAVE READ THIS RELEASE

SIGNATURE OF PARENT OR GUARDIAN

PRINTED NAME OF PARENT OR GUARDIAN

DATE

I HAVE READ THIS RELEASE

SIGNATURE OF WITNESS

PRINTED NAME OF WITNESS

NAME and AGE OF MINOR PARTICIPANT

MINOR'S ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY

Yorktown Recreation Travel Camp- Grand Prix Mt. Kisco, NY

DESCRIPTION AND LOCATION OF EVENT(S)

DATE RELEASE SIGNED

I have obtained my parent's consent to participate in the above event(s). I understand that I am assuming all of the risks if I get hurt during the event(s), and I state the following:

1. Both my parents and I believe I am qualified to participate in the event(s). I will inspect the premises and equipment and if, at any time, I feel anything to be unsafe, I will immediately leave and refuse to participate further in the event(s).
2. I understand that the ACTIVITIES OF THE EVENT ARE VERY DANGEROUS and INVOLVE RISKS AND DANGERS OF MY BEING SERIOUSLY INJURED OR HURT, MY BEING PARALYZED OR KILLED.
3. I know that these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the event(s), the rules of the event(s), the condition and layout of the premises and equipment, and/or the **NEGLIGENCE** of others, including those persons responsible for conducting the event(s).
4. I HEREBY ASSUME ALL SUCH RISKS, EVEN IF THE RISKS ARE CREATED BY THE **NEGLIGENCE** of the promoters, participants, racing associations, sanctioning organizations, or any of its subdivisions, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any restricted areas, promoters, sponsors, advertisers, owners, and lessees of premises used to conduct the events, premises or event inspectors, surveyors, underwriters, consultants, and any other person or entity who gives recommendations, directions, or instructions, or engages in risk evaluation, loss control activities or sales regarding the premises or events, and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, all for the purposes herein referred to as "Releasees."
5. I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE, ALL OF THE RELEASEES FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin, for any and all loss or damage and any claim or any demand on account of any injury to me including, but not limited to, my death, whether caused by the **NEGLIGENCE** of the Releasees or otherwise.

I HAVE READ THE ABOVE ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY, UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY.

I HAVE READ THIS RELEASE

SIGNATURE OF MINOR PARTICIPANT

DATE

PRINTED NAME OF MINOR PARTICIPANT

AGE

I HAVE READ THIS RELEASE

WITNESS

PRINTED NAME OF WITNESS



Assumption of Risk, Waiver of Liability, And Indemnification Agreement

Rockland County

Nature of the Activity: BOUNCE! Trampoline Sports (hereafter referred to as BOUNCE!) is a trampoline park which offers clients the opportunity to participate in a number of trampoline-related physical activities. These activities can produce many benefits for the client – including pleasure, opportunity for competition, improved physical fitness, and many health benefits. However, while there are many benefits to trampolining, it is important that the ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN knows that trampoline activities involve some risks of injury that are inherent to the activity. *While it is impossible to eliminate all risk and possibility of injury*, BOUNCE! 1) has designed the facility with safety as a prime concern, 2) provides an instructional safety video, 3) provides general supervision of activities, 4) has developed policies that focus on safety, and 5) has reduced the major traditional hazard of trampoline jumping (striking a hard surface or the floor). The ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN should also be aware that there are risks involved in observing. Spectator risks include, but are not limited to, trip & falls and collisions when too close to the trampoline areas.

Activities available at BOUNCE! include, but are not limited to: General Trampoline Jumping, Dodgeball, Slam Dunk Basketball, Foam Pit Jumping, Bungee Swing, Inflatables, Group & Corporate Events, Parties, Competitions, Tournaments, Arcade Area, skateboarders - boogie boarders - snowboarders skill practice, and a Trampoline and Inflatable Zone for those age 6 and under. Participation, used here, is defined as being on the premises, whether playing, competing, observing, snacking, or otherwise.

Inherent risks might be divided into two types – the first of which is those risks inherent in any trampoline jumping (e.g., landing wrong; colliding with other participants; landing on another participant; over-exertion; attempting flips that are beyond participant's capacity; landing on a hard surface or the wrong trampoline; unexpected failure of the equipment [including, but not limited to, trampoline surface, attachments, and padding]; flipping, running, or bouncing off walls; double bouncing [more than one person on a trampoline], creating a rebound effect causing injury; erratic behavior of the participant or of other participants; staff failure to adequately instruct or warn; and judgment error by staff [including, but not limited to, error in judging the ability of participants, failure to anticipate developing situations, and momentary distractions]). The second type of inherent risk is those risks related to the specific trampoline activities offered (e.g., dodgeball, basketball dunk). These include, but are not limited to, being struck in the face or head by the ball; over-exertion; and striking a backboard or goal.

BOUNCE! feels the ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN should understand the three types of injuries that can occur. First is the common Minor Injury. This type includes, but is not limited to, muscle strains and sprains, bruises, abrasions, and contusions. The second type of injury is the Serious Injury. Examples of serious injuries are broken bones, ligament and joint injuries, concussions, and eye injury (including loss of vision in an eye). These are infrequent, but can and do occasionally occur. The third type of injury is the very rare Catastrophic Injury. Some examples are brain injury; spinal cord and back injuries that may result in permanent disability and/or paralysis; heart attack; and death.

Assumption of Inherent Risks: I, the ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN have read the above paragraphs and **know** that BOUNCE! trampoline activities contain inherent risks which vary with the activity. **I understand the demands** of those activities relative to my physical condition and skill level, and **I appreciate the types of injuries** that may occur as a result of BOUNCE! activities and their potential impact on my well-being, lifestyle, and both current and potential future careers. **I hereby assert that my participation is voluntary and that I knowingly assume all inherent risks.**

Waiver of Liability for Ordinary Negligence: In consideration of permission to use the BOUNCE! property, facilities, and services, today and on all future dates, **I**, the ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN, on behalf of myself, my spouse, my heirs, personal representatives, and assigns [hereafter referred to as Releasing Parties] **do hereby release, waive, discharge, and covenant not to sue** Go Airborne, LLC (dba Bounce! Trampoline Sports), the owners, directors, officers, employees, volunteers, independent contractors, equipment providers, and agents [hereafter referred to as Protected Parties] from liability **from any and all claims arising from 1) the ordinary negligence** of BOUNCE! or other protected parties, and from 2) the presence of myself and/or the MINOR PARTICIPANT(S) on the premises of BOUNCE!.

This Assumption of Risk, Waiver of Liability, and Indemnification Agreement applies to, but is not limited to, the following:

- Illnesses, personal injury (including death), and/or economic loss to the ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN arising from participation in any BOUNCE! activity or their presence on the premises.
- Any and all claims resulting from the damage to, loss of, or theft of property.
- The release of BOUNCE! from any claims and rights that the ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN 1) now have against BOUNCE! and/or 2) may have in the future against BOUNCE!.

Indemnification Agreement: I, the ADULT PARTICIPANT or PARENT/LEGAL GUARDIAN, **agree to hold harmless, defend, and indemnify** BOUNCE! and Protected Parties (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees and related expenses) from any and all claims of the Releasing Parties arising from ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN injury or loss due to participation at BOUNCE! (including claims arising from the **inherent risks** of BOUNCE! activities and those arising from the **ordinary negligence** of BOUNCE! or Protected Parties).

I further agree to hold harmless, defend, and indemnify BOUNCE! and Protected Parties (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) against any and all claims of co-participants, rescuers, and others arising from conduct of ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN in the course of participation at BOUNCE! (including claims arising from the inherent risks of BOUNCE! activities and those arising from the **ordinary negligence** of BOUNCE! or Protected Parties).

Clarifying Clauses:

- I, the ADULT PARTICIPANT or MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN, confirm that this is the entire agreement between me and BOUNCE! and cannot be modified or changed in any way by representations or statements by any agent or employee of BOUNCE!.
- I also understand that if legal action is brought, the **appropriate trial court** for Rockland County in the state of New York or United States District Court for the Southern District of New York has the sole and exclusive jurisdiction and that only the substantive laws of the State of New York shall apply.
- I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by **the laws of the State of New York** and that **if any portion thereof is held invalid**, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgements: I, the ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN, certify:
(Capability Assertions)

- That participant possesses a sufficient level of skill and physical fitness for participation in BOUNCE! trampoline activities.
- That participant has no health problems that would increase his/her risk for injury during participation at BOUNCE!
- That I acknowledge that BOUNCE! encourages each participant to get medical clearance prior to participation.
- That I acknowledge that it is the participant's duty cease exercise immediately and to inform staff if he/she feels any unusual discomfort or is injured during participation.

(Behavior Agreements)

- That participant agrees to attempt only activities that he/she feels capable of performing without increased risk of injury.
- That participant has viewed (or will view) the safety video prior to participation on his/her first visit to BOUNCE!.
- That participant agrees to obey all safety rules and alert staff to any rules violations or dangerous behavior of co-participants.
- That I acknowledge that the provider has authority to end participation if it presents a danger to self or others.

(Emergency Authorizations)

- That I authorize BOUNCE! to administer emergency first aid, CPR, and use an AED when deemed necessary.
- That I authorize BOUNCE! to secure emergency medical care or transportation when deemed necessary.
- That I agree to assume all costs of emergency medical care and transportation.
- That I agree to **inform BOUNCE! of any injury** (even minor injuries) **prior to leaving the BOUNCE! facility.**

(Use of Images)

- That I give permission to BOUNCE! to use any photographs, images, or likenesses taken of me and/or MINOR PARTICIPANTS in its marketing brochures, ads, videos, or other media.

Acknowledgment of Understanding: I, the ADULT PARTICIPANT or MINOR PARTICIPANT(S) & PARENT/ LEGAL GUARDIAN, have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and **fully understand** its terms. I understand that I am giving up substantial rights that might belong to me and/or my MINOR PARTICIPANT(S) including: **1)** my right as an ADULT PARTICIPANT to recover damages for any loss I may suffer resulting from my injury or death resulting from participation at BOUNCE!; **2)** my right as a PARENT/LEGAL GUARDIAN to recover damages for any loss I may suffer resulting from injury to or death of myself or my MINOR PARTICIPANT resulting from participation at BOUNCE!; and **3)** the right of my MINOR PARTICIPANT to recover damages for any loss he/she might suffer from injury or death resulting from participation at BOUNCE!.

I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a **complete and unconditional release of all liability** due to 1) **ordinary negligence** by BOUNCE! and the other *Protected Parties* or to 2) the **inherent risks** of BOUNCE! activities, to the greatest extent allowed by law in the State of New York. *Further, I, certify that I am the PARENT/LEGAL GUARDIAN of the MINOR PARTICIPANT(S) and assert that I have explained the risks of the activity to my child(ren) and that each child understands the inherent risks and assumes those risks.*

Name of PARENT/GUARDIAN or Participant 18+ yrs of age _____ Signature of PARENT/ GUARDIAN or Participant _____ / /
Today's Date

DOB of Parent/Guardian or Participant 18+years of age ____/____/____

Email _____ Phone # _____

Address _____

Minors' Information:

- | | | | |
|---------------|--------------------------|---------------------------|----------------|
| 1. Name _____ | Birthdate ____/____/____ | Relationship (circle one) | Son / Daughter |
| 2. Name _____ | Birthdate ____/____/____ | Relationship (circle one) | Son / Daughter |
| 3. Name _____ | Birthdate ____/____/____ | Relationship (circle one) | Son / Daughter |
| 4. Name _____ | Birthdate ____/____/____ | Relationship (circle one) | Son / Daughter |
| 5. Name _____ | Birthdate ____/____/____ | Relationship (circle one) | Son / Daughter |

BROWNSTONE EXPLORATION & DISCOVERY PARK, LLC

Participant's Name: _____ Emergency Contact: _____
Address: _____ Emergency Phone #: _____
City, State, Zip: _____ Scuba Divers #: N/A
Telephone Number: _____ Type of Certification: N/A
E-mail address: _____ Certifying Agency: N/A

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

ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS & ARBITRATION AGREEMENT

In consideration of being allowed to use the facilities and participate in programs and events ("Programs") operated by **BROWNSTONE EXPLORATION & DISCOVERY PARK, LLC** (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- a) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the inherent risks of participating in the Programs;
- b) **TO ASSUME ALL RISKS INHERENT IN PARTICIPATING IN THE PROGRAMS;** and
- c) **TO RELEASE** the Host, its owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for any loss, damage, injury, or expense that the Participant (or his/her next of kin) may suffer, arising out of the inherent risks of participation in the Programs, which include, but are not limited to, the instruction received while participating in the Programs.

Arbitration

The Participant hereby agrees to submit any dispute arising from participation in the Programs to arbitration, for the sole purpose of determining whether the alleged injury arises from a risk inherent in the Programs. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the District of Connecticut. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in West Hartford, Connecticut and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. **In the event that the Panel determines the alleged injury arises from a risk inherent in the Participant's participation in the Programs, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from the Host.** In the event that the Panel determines the alleged injury did not arise from a risk inherent in the Programs, the Participant shall proceed to the Superior Court of Connecticut, or if appropriate, the United States District Court, for the District of Connecticut, for a trial *de novo*.

Photography/Videography Release

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.

Personal Responsibility

The Participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Programs and that he/she is not participating against medical advice.

If helmets are recommended for use while participating in the Programs, and Participant chooses not to wear a helmet, he/she does so at his/her own risk and accepts full responsibility for any injury that results.

The Participant understands that his/her participation in the Programs is voluntary and further understands that he/she has the opportunity to inspect the Host's equipment and location before any participation.

The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of the Host.

I, _____ (parent/legal guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Programs can be reduced by following the rules and through the use of *common sense* and *good judgment*.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the State of Connecticut, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

Parents or Guardians must also sign if the Participant is UNDER 18.

Participant's Signature: _____

Date: _____

Parent/Guardian Signature: _____

Date: _____

Brownstone Exploration and Discovery Park
161 Brownstone Ave, Portland, CT 06480
T: 866-860-0208 F: 860-342-5017