



Expedition Africa! Aerial Adventure Visitor Agreement Including Assumption of Risks and Agreement of Release and Indemnification

This form must be read, understood, and signed by all Participants, adults and minors (persons under the age of 18) and by a parent or guardian (referred to as Parent) for a minor Participant. Parent signs for himself or herself and on the behalf of the minor child. No applicant may participate in any Expedition Africa! Aerial Adventure activity unless these signatures are provided. The parties to this agreement are The Toledo Zoological Society, Inc. (Provider) and the person signing below (Participant).

Description of Activities: All activities at Expedition Africa! Aerial Adventure provide opportunities for adventure recreation and education. The activities include varying combinations of ziplining, elevated walkways, challenge towers, stairs, free falls, and controlled descents. Ziplining involves high cable traverses using safety harnesses and associated hardware. Elevated walkways are 250' bridges consisting of planking supported by steel cables and cable handrails. Challenge towers contain a variety of activities that may be completed with varying levels of difficulty and in a multitude of orders. The activities are designed to challenge participants both mentally and physically as they traverse wires, swing on ropes and navigate a variety of other obstacles, all while being suspended high above the ground. Stair climbing covers distances of 30 to 80 feet which is approximately 45 – 140 stairs. Participants wear safety harnesses clipped into overhead steel cables with attached safety lanyards on all belayed elements, challenges requiring guests to be attached to the course. The Expedition Africa! Aerial Adventure will be staffed based on course designer recommendations and participation/attendance levels. All equipment will be fitted and checked by the staff and the staff will closely monitor progress throughout the activities. All required equipment transfers will be performed by or under close staff supervision. Participants must be reasonably fit, must be able to demonstrate the required skills taught during the course safety orientation, and be able to understand all instructions and risks prior to participating in any activity.

Medical Concerns: All activities are designed for use by participants of average mobility and strength who are in reasonably good health. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, pregnancy, arthritis, tendonitis, prior head neck or back injuries or other joint and muscular-skeletal problems may impair the safety and well-being of participants during the activities, as may other medical, physical, psychological and psychiatric problems. All such conditions may increase the inherent risks of the experience and cause the Participant to be a danger to themselves or others. Participants with underlying medical problems that put them at greater risk of injury or illness during an activity must carefully consider those risks before choosing to participate, and if they proceed, they do so at their own risk. Provider reserves the right to exclude any applicant from participation, for medical, safety, or other reasons. Participant may notify staff of a request for accessibility accommodations in connection with the activities. Such requests will be considered and may be granted if reasonable and if the accommodation does not in any way compromise safety of any participants or staff.

Inherent and Other Risks: Serious injuries are uncommon in these types of activities, but the risk of injury or death certainly exists, by reason of falls, contact with other participants and fixed objects, moving about on the grounds on which the activities are initiated and conducted. A number of risks are inherent to the activities. These are risks that cannot be eliminated without changing the essential nature and educational and other values of the experience. The emotional risks range from unwelcome or inadvertent touching, simple hurt feelings to panic and psychological trauma (such as fear of heights). The physical risks range from small scrapes and bruises to bites and stings, broken bones, sprains, neurological damage, head, neck or back injuries, and in extraordinary cases, even death. Injuries may be a natural consequence of the activity undertaken, as a result of the environmental hazards (including terrain and weather), a result of errors in judgment or other negligence of the staff or participants, or otherwise. Injuries may occur in spite of the reasonable efforts of the staff to prevent them. In all cases, these inherent risks, and other risks which may not be inherent, whether or not described above must be accepted by those who choose to participate.

In consideration of the activity(ies) which I and my family have contracted for with Provider, I (we) the undersigned Participant(s) and the Parent or Guardian of a minor Participant (for himself or herself and on the behalf of the minor participant) agree as follows:

INITIAL EACH ITEM BELOW

____ | ____ 1. I understand the nature of the activities that I will engage in as described above. I understand there are risks of injury and death associated with these activities. I acknowledge and voluntarily assume the risks of illness, injury, and death associated with these activities, inherent and otherwise, and whether or not described above, including those which may result from the negligent acts or omissions of other participants or staff.

____ | ____ 2. I hereby release, indemnify, and hold harmless Provider, its owners, agents, and employees and the owner or owners of the property on which the activity is conducted (the Released Parties) from and agree not to sue them for any liability for causes of action, claims and demands of any kind and nature whatsoever that may arise out of or relate in any way to my or my minor child’s enrollment or participation in Provider’s activity. The claims hereby released and indemnified include, among others, claims of other participants and of members of Participant’s family or associates and claims of negligence of a released party, but not the claims of gross negligence or willful injury.

____ | ____ 3. I accept responsibility for any expenses that may be incurred for any illness or injury that may result from my, or my minor child’s enrollment or participation in Provider’s programs, including the costs of evacuation, hospitalization, and medical treatment and any sums payable to anyone by reason of any injury or loss of life that I may sustain through my participation in Provider’s programs.

____ | ____ 4. I am the parent or guardian of the minor child(ren) whose signature(s) appear on this release form. 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 Expedition Africa! Aerial Adventure program. My signature below reflects my agreement to fully release the Released Parties, as provided above, from any claim which I may have, and to the fullest extent allowed by law, to release such persons on behalf of my child(ren), for any claim the child(ren) may have. I understand that I am agreeing to let my minor child engage in a potentially dangerous activity and that even if the Released Parties use reasonable care in providing this activity, there is a chance my child may be seriously injured or killed, because there are certain dangers inherent in the activity which cannot be avoided or eliminated.

____ | ____ 5. I am physically able to safely complete the Aerial Adventure activities. My participation in this activity is purely voluntary, no one is forcing me to participate, and I have elected to participate in spite of the risks. I am not pregnant. I am not currently under the influence of alcohol, illegal drugs, or impairing legal drugs.

I understand that Provider may refuse participation in its activities to any person that its owners, agents, or employees deem a hazard to themselves or to others. Provider may alter its published or announced requirements for participation in its activities and for use of its property at any time and for any reasons it may deem appropriate.

I agree that should any part of this Agreement be judged invalid by a court with proper jurisdiction, that all other parts not so judged shall nevertheless remain valid and in effect. I agree that if any of the information I provided herein is false, I will indemnify the Provider for any loss incurred based upon the information. I agree the laws of the State of Ohio shall govern this agreement and that the courts with jurisdiction in Lucas County shall have jurisdiction in any dispute that may arise between Participant and Provider.

I have read, fully understand, and hereby agree to the terms of this agreement, voluntarily and with knowledge of the activities and their risks. I have reviewed, understand and will obey posted course rules and instructions given by staff. I acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representative, and estates, and will remain in full force and effect until cancelled in writing.

PLEASE PRINT. Leave no lines blank. List each Participant’s information individually and sign.

Name: _____ Age ____ Height: ____ Weight _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Signature: _____ Date: _____

IF MINOR – PARENT / GUARDIAN INFORMATION

Name: _____

Telephone: _____ Email: _____

Signature: _____ Date: _____

Please check if you do not want to be added to our e-mail list: _____