



ADVENTURES NYC PARTICIPANT(S) WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

IN CONSIDERATION of the City of New York ("CITY") acting by and through the New York City Department of Parks & Recreation ("PARKS"), their agents, officers, participants, consultants, employees, and all persons or entities acting in any capacity on their behalf, and Agron, Inc., Adidas Outdoors, Zappos, Brooklyn Boulders, Kalahari Resorts and Conventions, Jacobson Rost, Inc. Clif Bar, Ski Vermont, Smugglers' Notch Resort, Vermont Department of Tourism and Marketing, I Love NY c/o Jack Morton Worldwide, Spectrum Personal Communication Corp., Metro-North Railroad, Cabot Creamery, Motivate, Honest Tea, Inc., Zojirushi American Corporation, Movement Creative, Field Trip Jerky, New York Life Insurance Company, Billmar Amusement NY Party Works, Inc., (including their respective parents, affiliates and related companies, and each of their respective owners, officers, shareholders, directors, employees and agents), and all other Adventures NYC exhibitors (hereinafter "SPONSORS"), allowing me to participate in any and all recreational activities or events (the "Activities") in which the CITY, PARKS AND the SPONSORS (collectively the "Released Parties") are in any way involved, I, for myself, and on behalf of my spouse, children, parents, guardians, heirs, and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns hereby and agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement (the "Agreement"):

1. I hereby represent that (i) I am at least eighteen (18) years of age; (ii) I have no medical or physical conditions, which could Interfere with my safe participation in the Activities; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Activities. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Activities and that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else I agree to bear costs of such injury or damage myself., or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

2. I understand and acknowledge the physical and mental rigors associated with the nature of the Activities are inherently dangerous and represent an extreme test of a person's physical and mental limits and condition. I acknowledge that participation in "all activities" at Adventures NYC, including but not limited to eurobungeeing, ziplining, biking, rock wall climbing, wheelchair basketball, virtual reality simulation, obstacle course, mountain biking pump track, and group fitness activities entails known and unanticipated risks and dangers, which include, without limitation, the potential for serious bodily or emotional injury, sickness, and disease, permanent disability, paralysis, death, or damage to myself, to property or to third parties; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown (the "Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of other participating in the Activities, or the acts, inactions, or negligence of the Released Parties. I understand that such Risks cannot be eliminated without jeopardizing the essential qualities of the Activities. I hereby elect to participate in the Activities in spite of the Risks and expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses, which I incur because of my participation in the Activities.

3. In an effort to minimize those Risks, I agree to abide by all rules and regulations established for the Activities in which I participate. I also accept sole responsibility for my own conduct and actions while participating in these Activities and agree to follow all instructions and wear all the required equipment provided by the staff at the Adventures NYC event.

ADDITIONAL RISKS MAY INCLUDE, BUT NOT BE LIMITED TO:

- a) Latent or apparent defects or conditions in equipment supplied by the Released Parties, or other persons or entity.
- b) Use of property by myself, others or equipment supplied by the Released Parties, or other persons or entity.
- c) Acts of other participants in this activity, employees or agents of the Released Parties.
- d) Conditions of the Released Parties' facilities, surrounding grounds or terrain and accidents connected with their use.
- e) Rendering of first-aid emergency treatment or other services.

3. I hereby voluntarily release, forever discharge, and further agree to indemnify, defend and hold harmless the Released Parties, from any and all claims, demands or causes of action which are in any way connected with my participation in this activity, on my use of the Released Parties' equipment or facilities, including any such claims which allege the Released Parties' negligent acts or omissions of, except if such claims, demands, or causes of action arise out of the Released Parties' gross negligence or willful misconduct. I further agree that if, despite this Agreement, I, or anyone on my behalf, make a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as a result of such a claim.

4. I expressly agree that should the Released Parties or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I shall indemnify and hold them harmless of all such fees and costs.

5. I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, agree to be bound by its terms acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children,



parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representation, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

6. Photo & Video Release: I grant full permission for the Released Parties to record any or all of my participation in the Adventures NYC Activities for photos, motion pictures, radio, television, recording, videotapes, and other media, and to publish and use them use them for any lawful purpose, including, without limitation for publicity, promotions, advertising, trade, or commercial purposes, without any reimbursement of any kind due to me, or the need to pay me any fee. I agree that such material shall continue to be the property of the Released Parties and that I shall not have any right of review, prior notification or approval regarding its use.

Print Participant First & Last Name _____

Address: _____

Phone: _____ **E-mail:** _____

Participant Signature: _____ **Date:** June 17, 2017

PARENT OR Legal GUARDIAN'S CONSENT AND ADDITIONAL INDEMNIFICATION

(Parent or Legal Guardian of participants under the age of 18 years of age, must complete this section)

As the parent or legal guardian to the minor (s) identified below, I hereby accept and agree to all of the terms and conditions of this Agreement on behalf of the minor (s) in connection with the Minor's participation in the Activities and use of any equipment and facilities. If, despite this Agreement, I, or anyone on the minor's behalf, makes a claim for Liability against the Released Parties, I will indemnify, defend and hold harmless the Released Parties from any such Liability which any may be incurred as the result of such claim.

MINOR PARTICIPANT(S) (PRINT FIRST & LAST NAME, AGE & DATE OF BIRTH)

- 1) _____ ; Age: _____ DOB: ____/____/____
2) _____ ; Age: _____ DOB: ____/____/____
3) _____ ; Age: _____ DOB: ____/____/____
4) _____ ; Age: _____ DOB: ____/____/____

Print Parent/Legal Guardian First & Last Name: _____

Photo ID furnished, type and ID Number: _____

Parent or Guardian Signature: _____ **Date:** June 17, 2017

FOR AUTHORIZED PARKS USE ONLY

Verified: _____ **By:** (Print First & Last Name) _____

Date: June 17, 2017