



## **Release of Liability, Waiver of Claims and Assumption of Risks and Indemnity Agreement**

By signing this document you will waive certain legal rights, including the right to sue or claim compensation following an accident, injury or death. Please read carefully.

I acknowledge that directly or indirectly, I have requested to participate in activities provided by Terrapin Adventures (TA) (which includes Terrapin Adventures, LLC, Savage Mill LLLP, (collectively referred to as "THE RELEASEES").

**Description of Activities** In this agreement "Adventure Activities" include but are not limited to traversing on ziplines and ropes courses, walking on cable suspension bridges, climbing ladders, negotiating a ropes challenge course, hiking in woods, kayaking, mountain biking, fishing, tubing, rappelling, horseback riding, sailing, windsurfing, geo-caching, being transported in a commercial passenger van, climbing up on towers or platforms.

### **Acknowledgement – Safety**

I acknowledge that I am required to wear an approved helmet and other safety equipment while participating in certain Adventure Activities. I am aware that there are guides or instructors available to answer questions that I may have as to the proper use of the equipment. I am aware that the physical exertion required of Adventure Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, or congenital defects. I acknowledge that my mental and physical health are in a condition compatible with participating in the Adventure Activities and that I should seek medical advice if I know or suspect that my condition may be incompatible with Adventure Activities.

I acknowledge that I am not under the influence of alcohol, nor am I under the influence of any drugs, including prescription, illegal or over-the-counter medication, which could impair my ability to participate in the Adventure Activities. If I am taking medication, I affirm that I have seen a physician and have approval to participate in the Adventure Activities while under the influence of medication. I acknowledge that I am at least eight years of age.

### **Assumption of Risks**

I understand that these Adventure Activities and services have an inherent level of risk of injury, personal property damage, and possible death. I am aware that participating in these activities involves some hazards including hiking on rough and uneven terrain; changing weather conditions which may cause parts of the courses to become slippery; equipment failure; failure to properly adjust or fasten equipment; improper use of equipment; slips and falls; over-exertion; fear of heights; failure to remain within designated areas; impact or collision with trees/poles, other participants or guides; negligence of other participants or guides; and negligence on the part of THE RELEASEES, including the failure on the part of THE RELEASEES to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of participating in Adventure Activities. I acknowledge that even if I follow all appropriate practices and procedures there is still a risk of injury or death. I freely accept and fully assume all risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.

### **Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration of THE RELEASEES allowing me to participate in Adventure Activities and permitting my use of their property, ziplines, platforms, bridges, towers, trails, kayaks, bikes, roads, vehicles and other structures and equipment (herein referred to as "the facilities"), and for other goods and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. To waive any and all claims that I have or may have now or in the future against THE RELEASEES and to release THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, whether foreseen or unforeseen, as a result of my use of the facilities and my participation in the Adventure Activities, due to any cause whatsoever, including gross negligence, breach of contract, or breach of any statutory or other duty of care.
2. To hold harmless and indemnify THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participating in Adventure Activities.
3. The Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.
4. The Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Maryland, without reference to principles of conflicts of law.
5. If any dispute or controversy arises among the parties to this Agreement concerning any provision of this Agreement, that dispute or controversy shall be submitted for binding arbitration pursuant to terms of the Federal Arbitration Act. The dispute or controversy shall be submitted for resolution to a board of arbitration in Columbia, Maryland, composed of one member. Such arbitration shall be conducted pursuant to the rules of the American Arbitration Association (the "AAA"), Commercial Rules (expedited version) and a decision of the board of arbitration (including an award of costs) shall be final and binding upon the parties. Each of the parties consents to the jurisdiction of the courts of the State of Maryland for enforcement of any arbitration award as stated above. THE PARTIES HEREBY AGREE TO AND EACH HEREBY

DO WAIVE A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ARISING OUT OF THIS AGREEMENT AND THE RELATIONSHIP BETWEEN THE PARTIES.

6. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions in this Agreement are determined to be invalid or contrary to any existing or future law, that invalidity shall not impair the operation of this Agreement or affect those portions of this Agreement which are valid.
7. Although Howard County, MD as the owner of Savage Park is not a party to this Agreement between myself and the RELEASEES, I hereby agree on behalf of myself, my heirs, executors and assigns to waive any and all claims, hold harmless and indemnify Howard County, MD its officer, agents, employees, volunteers and assigns, from and against any and all claims, actions or damages whatsoever arising from my participation in Adventure Activities unless due to the sole negligence of Howard County, MD with no negligence on the part of any other party.
8. By signing below I am giving Terrapin Adventures the right to take and use photos/videos taken during the days activities for use by THE RELEASEES for promotion purposes.

I am not relying upon any oral or written representations or statements made by THE RELEASEES with respect to the safety of Adventure Activities other than what is set forth in this Agreement. I acknowledge that THE RELEASEES have not made any representations as to the safety of the Adventure Activities.

I confirm that I have read, been fully informed, and understand this Agreement prior to signing it, and I am aware that by signing this Agreement, I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against THE RELEASEES.

For participants of a minority age, I hereby certify that I, as parent/guardian with legal responsibility for this participant of minority age, do consent and agree, to his/her release of all THE RELEASEES, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify THE RELEASEES from any and all liabilities incident to this participant of minority age's participation in these Adventure Activities.

**Please complete all the fields below**

**Weight Restriction**

Participation in some activities is restricted, due to safety reasons, to persons of a certain age, weight and height. Please indicate your

Weight \_\_\_\_\_ lbs.

Height \_\_\_\_\_ inches

Age \_\_\_\_\_ please indicate age in years

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ (month/day/year)

\_\_\_ I am not disclosing above information because I am just observing and not participating in anyway.

**THIS IS A RELEASE OF LIABILITY.**

**DO NOT SIGN UNTIL YOU HAVE READ AND FULLY UNDERSTAND ITS CONTENTS. PLEASE COMPLETE ENTIRE FORM.**

Date of Event: \_\_\_\_/\_\_\_\_/\_\_\_\_ (month/day/year)

Signature of Participant : \_\_\_\_\_

Print Full Name of Participant: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email address: \_\_\_\_\_

(We do not sell our lists to any outside entities)

Signature of Parent/Guardian if Participant is under 18 years of age

**For Office Staff Use Only**

Witness Signature: \_\_\_\_\_ Print Name of Witness: \_\_\_\_\_