

# **PARTICIPANT RELEASE AND WAIVER OF CLAIMS**

**PARENT OR GUARDIAN MUST SIGN.** - We, the undersigned participant and parent or guardian, understand that the staff of Cheyenne Mountain Zoo (the "Zoo") will perform to the best of their abilities and will endeavor to provide for the safety of all guests; and I hereby covenant and agree as follows:

**GENERAL RELEASE.** – The undersigned hereby releases and waives any claims that the undersigned may now or hereafter have against the Zoo, its sponsors, trustees, officers, employees or its assigns from and against any and all liabilities, losses, damages, costs or expenses of whatever kind or nature, including attorney's fees, which the undersigned may incur as a result of any injury to us or our personal property as a result of the participant's activities undertaken at the Zoo including, without limitation, personal injury or illness and damages thereof including loss of income, earnings, bodily injury, pain and suffering, emotional or mental distress and any and all medical expenses;

**ASSUMPTION OF RISK.** – The undersigned acknowledges and understands that the Zoo activities undertaken by the participant may involve a certain degree of risk of personal injury and injury to personal property which may result from the participant's participation therein. Such injuries may be caused by other participant, road and other conditions caused by weather, including uneven or damaged terrain, the presence of moisture of mud, obstacles and obstructions upon or under the terrain and other natural or man-made conditions which may be hazardous to the participant or create hazards to the participant's activities. The undersigned further acknowledges and assumes all risk of injury and/or damage to the participant, which may result from any reason whatsoever thereby;

**EMERGENCY.** – In the event of an emergency, if I, the undersigned parent or guardian, cannot be reached, I give permission to the Zoo's supervisory staff to obtain whatever medical attention is necessary for the participant's well being;

**BINDING EFFECT.** – The foregoing provisions shall be fully binding upon and shall be effective against the undersigned, its heirs, successors, legal representatives or assigns and shall apply to the actions of the undersigned personally, the undersigned's family, guests, employees or agents. By signing below, I acknowledge that I understand and accept these requirements and provisions.

**PERMISSION AND CONSENT.** – We/I acknowledge that the Cheyenne Mountain Zoo might from time to time take photographs of the participants and attendees of zoo programs and activities and that such photographs might be used in zoo brochures and zoo program advertising (the "Photographs"). We/I further acknowledge that as a result of the participant listed above, or our/my, participation in zoo programs and presence on the zoo premises, our/my image might from time to time be included in Photographs. We/I hereby authorize the Society and its agents take, use, display, publish, reproduce, and distribute any and all Photographs that include my image and to create derivative works based upon all such Photographs.

As a participant, I will endeavor to perform activities safely and follow the directions given to me by Zoo staff.

Name of Participant \_\_\_\_\_ Date \_\_\_\_\_

Signature of Participant or Parent/ Guardian if under the age of 18 \_\_\_\_\_

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