



# Cheyenne Mountain Zoo:

## Waiver of Liability and Hold Harmless Agreement



**GENERAL RELEASE.** – In consideration for receiving permission to participate in **STARLIGHT SAFARI**, I hereby release, waive, discharge and covenant not to sue, Cheyenne Mountain Zoo, its owners, officers, agents, or employees (hereinafter referred to as “releasees”) from any liability claims, demands, actions, and causes of whatsoever arising out of or related to any loss, damage, or injury, including death that may be sustained by me, or any of the property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in above activity, or while in, on, or upon the premises where the activity is being conducted.

I further hereby agree to indemnify and hold harmless the releasees from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in above activity, including, without limitation, personal injury, including death 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; whether caused by the negligence of the releasees, or otherwise.

I understand that the releasees do not maintain any insurance policy covering any circumstance arising from participation in the above event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance coverage. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Colorado.

**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, which include, but are not limited to: falling from great heights, falling objects, intense physical exertion, uneven or damaged terrain, the presence of moisture, 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. I voluntarily accept these risks along with any and all similar risks. I understand that there are risks associated with outdoor activities, which include, but are not limited to: severe sunburn, dehydration, heat stroke, hypothermia, frost bite, lightning strike, animal attack, drowning, and injuries caused equipment, my own actions or those of other people. I voluntarily accept these risks along with any and all similar risks. I understand that the proper use and wear of safety equipment can greatly reduce the risk of injury. I agree to wear and/or use appropriate safety equipment as directed by law or the releasees. The undersigned further acknowledges and assumes all risk of injury and/or damage to the participant, which may result from any reason whatsoever thereby.

**PHOTO 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 Zoo 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.

**TRANSPORTATION.** – We/I understand that Cheyenne Mountain Zoo may conduct activities off zoo grounds, which may require transportation of the participant. Activities that require transportation will be communicated at time of registration. We/I authorize Cheyenne Mountain Zoo to transport the participant in a company vehicle driven by an individual authorized by the Zoo. We/I understand that the participant is expected to follow all applicable laws regarding riding in a motor vehicle and is expected to follow directions provided by the driver and/or Zoo staff.

**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.

In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement have been made. I am at least eighteen (18) years of age and fully competent, and I execute the Release for full, adequate and complete considerations fully intending to be bound by the same.

**Name of Participant:** \_\_\_\_\_ (printed) **Date:** \_\_\_\_\_

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

(If participant is under the age of eighteen (18), parent/guardian consents to the minor’s participation in the above event, consents for releasees to seek reasonable and necessary medical treatment for Participant during such event or associated activities, and agrees to be responsible for any cost of such treatment.)