

# LAKE ERIE CANOPY TOURS

## GENERAL ASSUMPTION OF RISK, WAIVER OF LIABILITY, RELEASE AND COVENANT NOT TO SUE

### PLEASE READ CAREFULLY BEFORE SIGNING. BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS

In consideration of the services of DNC Parks & Resorts Geneva Canopy Tours, Inc., its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as Lake Erie Canopy Tours), each person signing below agrees as follows:

1. I understand that my participation in the zipline, challenge course or free fall at Lake Erie Canopy Tours involves the significant risk of death, injury and illness to myself. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities. These risks include (i) physical injuries such as scrapes, bruises, broken bones, sprains, neurological damage, paralysis and even death; and (ii) emotional risks such as panic and psychological trauma. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. My participation in these activities is solely voluntary, and no one is forcing or coercing me to participate.

2. **I understand the level of physical exertion associated with these activities. I certify that I am physically able to safely participate in these activities and that I have no medical, mental or physical conditions which could interfere with my safety or ability to participate in the activities. I acknowledge that the staff of Lake Erie Canopy Tours has been available to more fully explain to me the nature and physical demands of the activities, and the inherent risks, hazards and dangers associated with the activities. If you are pregnant or believe that you may be pregnant, or have a physical condition that could be effected by your participation in the activity, you should speak to your health care provider before you participate in the activity. I am not currently under the influence of alcohol, illegal drugs or any substances that might impair my ability to participate in these activities.**

3. I understand and acknowledge that these activities may have minimum and maximum requirements for age, weight and height due to the nature and physical demands of these activities and the restrictions of the equipment involved in these activities. By signing below, I hereby certify that I am at least eighteen (18) years of age, mentally competent and that I meet the age, weight or height restriction listed next to the Lake Erie Canopy Tour activity, or I hereby certify that I am under eighteen (18) years of age, and that my parent/guardian is hereby certifying individually and on my behalf that I meet the age, weight or height requirement listed next to the Lake Erie Canopy Tour activity.

**\* Lake Erie Canopy Tours Zipline Course:** I hereby certify that my current weight is at least 70 lbs. but no greater than 275 lbs.

**\*Lake Erie Canopy Tours Yellow Challenge Course:** I hereby certify that my current weight does not exceed 275 lbs. and that I am at least seven years of age and capable of reaching heights of at least 5.6 feet.

**\*Lake Erie Canopy Tours Green Challenge Course:** I hereby certify that my current weight does not exceed 275 lbs. and that I am at least seven years of age and capable of reaching heights of at least 5.6 feet. I understand and acknowledge that if I am between the ages of seven and eleven, that I must participate in this course with an individual at least 18 years of age or older.

**\*Lake Erie Canopy Tours Children's Challenge Course:** I hereby certify that I am between the ages of four and ten and that my weight does not exceed 275 lbs.

**\*Lake Erie Canopy Tours Free Fall:** I hereby certify that my current weight is at least 70 lbs. but not greater than 275 lbs. and that I am at least 10 years of age.

In the event of a conflict between the age, height and weight requirements set forth in this Release and the age, weight and height requirements set forth in any signs located at Lake Erie Canopy Tours, then the age, height and weight requirements set forth in the signs will govern.

4. I accept responsibility for any expenses that may be incurred for any injury or illness that may result from my, or my minor child's, participation in the these activities, including the cost of hospitalization, emergency transportation and any medical treatment and any other sum payable to anyone by reason of any injury or loss of life that I may sustain through my participation in the these activities.

5. I assign all rights, title and interest in any and all photographs, video recordings, and any other types of recording of the activities that I may take or capture. Lake Erie Canopy Tours grants to me a limited, non-exclusive, perpetual right and license to use, for non-commercial purposes only, any and all photographs, motions pictures, and any other types of recordings of the activities that I may take or capture. Lake Erie Canopy Tours reserves the right to use voice, video, photographic or other images of you for marketing and promotional purposes without compensation to you.

