

## ASSUMPTION OF RISK & RELEASE OF CLAIMS

**THIS IS A VERY IMPORTANT DOCUMENT. YOU MUST READ IT BEFORE SIGNING. THIS DOCUMENT CONTAINS A RELEASE OF CLAIMS. IF YOU SIGN IT, YOU WILL BE RELEASING THE COMPANY FROM ALL CLAIMS YOU MAY HAVE.**

1. I, the identified Primary Signer, wish to participate in the Treetop Adventure Course (the "Activity") organized by Go Ape Bemis Woods LLC on the Activity date of my booking reservation. As used herein, Go Ape Bemis Woods LLC, its parents and its subsidiaries, and/or their affiliates shall be referred to collectively as the "Company" or "Go Ape."

2. I am at least 18 years old.

In consideration of my participation in the Activity, I agree to the following:

3. I certify that I am aware of the weight, height, and medical restrictions and confirm that I am at least 4'7", weigh no more than 285 pounds and am in reasonably good medical condition. I understand that failure to abide these restrictions can create a significant increase of risk of harm to myself, other participants, and employees of Go Ape.

4. I understand that participation in the Activity exposes me to certain risks. The risk of personal and property injury, including permanent disability and death exists by reason of the potential for falls, collisions and contact with other participants and fixed objects, moving about Activity grounds, exposure to the elements, heart attacks, negligent acts of Go Ape, latent or apparent defects or conditions of equipment supplied by Go Ape, failure of structures and equipment, unpredictable forces of nature, and otherwise. A number of these risks are inherent in nature and cannot be changed without changing the essential nature and educational and other values of the Activity. I understand that the description of risks is not complete and that other known and unknown risks may result in injury, illness or death.

BY EXECUTION OF THIS AGREEMENT, I ACKNOWLEDGE MY UNDERSTANDING OF THE RISKS OF THE ACTIVITY, AND ITS NATURE AS A PHYSICALLY TESTING AERIAL OBSTACLE COURSE. I UNDERSTAND THAT THIS IS A HIGH-RISK ACTIVITY AND THAT I MAY SUFFER PERSONAL INJURY INCLUDING DEATH. I KNOWINGLY AGREE TO ACCEPT AND ASSUME ALL RISKS ASSOCIATED WITH THE ACTIVITY, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF GO APE.

5. I agree to participate in the Activity only to the extent of my skill level and physical and medical condition. I understand that I am solely responsible for determining which portion of the Activity, if any, I can participate in based on these and other factors. I do not have a pre-existing injury or underlying physical or medical condition that would increase the likelihood of injury, illness or death as the result of participation.

6. I agree to undertake the Activity in accordance with Go Ape's written Safety Rules of Participation, available online and at the Activity, and the oral instruction given to me before undertaking the Activity.

7. I agree that I am responsible for my own safety and that of my possessions while undertaking the Activity and understand that I will not be supervised by any Company personnel. If I participate in the Activity, I represent that I am doing so freely and only after I have received and understood instruction on the Safety Rules of Participation, the Safety System, and my obligations in undertaking the Activity. I further acknowledge that the Activity is elective in nature, and I have the ability to simply choose not to participate.

8. I grant to Go Ape the right to take **photographs/videos of me** in connection with my participation in the Activity, and convey all right, title and interest in and to the same to Go Ape. I authorize Go Ape to copyright, use, and publish the same in print and/or electronically, and agree to its use for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content. I authorize Go Ape to use my email below for promotional and other commercial purposes unless and until I opt-out by writing to [info@goape.com](mailto:info@goape.com). I have read and agree to Go Ape's privacy policy available at <https://goape.com>.

9. I, ALONG WITH MY HEIRS AND PERSONAL REPRESENTATIVES, HEREBY RELEASE GO APE, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, SUCCESSORS, LANDOWNERS, PARK ENTITIES, AND THE FOREST PRESERVE DISTRICT OF COOK COUNTY AND ITS AGENTS, OFFICIALS, EMPLOYEES AND ASSIGNS ("RELEASEES") FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS, **ARISING FROM THE RELEASEES' NEGLIGENCE AND/OR MY PARTICIPATION IN THE ACTIVITY AND/OR MY PRESENCE ON COMPANY PROPERTY/COURSE AREA INCLUDING ANY PHYSICAL OR EMOTIONAL INJURY, INCLUDING DEATH.**

10. I FURTHER, ALONG WITH MY HEIRS AND PERSONAL REPRESENTATIVES, AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS, **ARISING FROM THE RELEASEES' NEGLIGENCE AND/OR MY PARTICIPATION IN THE ACTIVITY AND/OR PRESENCE ON COMPANY PROPERTY/COURSE AREA INCLUDING ANY PHYSICAL OR EMOTIONAL INJURY, INCLUDING DEATH.**

11. This Assumption of Risk and Release of Claims Agreement shall be governed under the laws of the State of Maryland. Any legal action arising hereunder shall be brought and decided exclusively by the Courts situated in Frederick County, Maryland. If the Court finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effectuate the intent of the parties, and the remainder of this Agreement will continue in full force and effect.