



**PARTICIPANT ACKNOWLEDGEMENT and ASSUMPTION OF RISK,
and RELEASE and WAIVER of LIABILITY**

Name of Group: _____ **Arrival Date:** _____

Printed Participant Name: _____ **(SIGNATURE REQUIRED ON BACK)**

Please list any ALLERGIES, SPECIAL NEEDS, or RESTRICTIONS and notify your Group Leader:

This Acknowledgement and Assumption of Risk, and Release and Waiver of Liability Agreement (the "Agreement") covers participation in all, physical activities, events, and sport, offered by or in connection with Bonita Park and/or Angus Nazarene Church (collectively, "Bonita Park"). Consideration for this agreement is Bonita Park's allowing Participant to utilize its facilities.

Bonita Park offers a variety of activities, more thoroughly described in our current Activities Guide. Prior to participating in any such Activity, Participant must read, agree to, and sign this Agreement. Failure to do so will result in Participant being prohibited from participation and/or any participation being at Participant's sole risk.

In particular, some activities such as Zipline, Rockwall, Archery Tag, High Ropes, Challenge Course, and Swimming may pose additional risk to Participant. These activities require moderate to heavy physical exertion and can be physically and emotionally demanding. Moreover, these activities have inherent danger in heights, environment and/or equipment required. Participants may not participate in these activities if he or she has any medical (mental or physical) condition that might create risks to themselves or other participants and staff.

Although the safety and health of our guests and team members is our primary concern, the risk of injury including, but not limited to, all manner of injuries resulting from heights, running and physical exertion, such as falls, cuts, abrasions, torn ligaments, pulled muscles, broken bones, heart attacks, death, does exist in this and any facility. Participant must acknowledge and assume the above risks by signing this document at the time of check-in for your activity.

I understand the description of risks above is not complete and that the activities may be dangerous and include other risks. I voluntarily assume all risks of injury and/or death.

In consideration of entry to the facility, the undersigned agrees and understands the hazards associated with participation in activities at the facility. It is fully understood that entry to the premises involves risks such as those enumerated above, or the alleged negligence of the property owner or manager; and that there may be other risks either not known or not readily foreseeable at this time; and Participant fully accepts and assumes all such risks and all responsibility of losses, cost, and damages incurred as a result of entry to the premises. Participant understands that such inherent risks are exacerbated when associating with a group of people, and Participant voluntarily agrees to assume such risks in their participation in group activities.

Participant agrees that Bonita Park, and all of their affiliated organizations and companies, each of their respective insurance carriers, agents, employees, volunteers, representatives, assignees, members, managers, officers, directors, shareholders, and any land-owners (collectively referred to as "Released Parties") will not be liable for any claims, demands, injuries, damages, actions, or causes of action whatsoever in respect of Participant or your property (including lost or damaged personal possessions) (collectively, "Claims"), arising out of or connected with the use of any of the services and/or venues of Bonita Park. **Participant expressly releases and discharges the Bonita Park Parties from all such Claims except to the extent any Claims result directly from any negligence on the part of one or more of the Bonita Park Parties.**

By signing this Agreement, I, on behalf of myself (and the minor as applicable), hereby agree to have any dispute(s) between myself and Bonita Park and/or the Released Parties regarding activities conducted at Bonita Park submitted to binding arbitration before an arbitrator of the American Arbitration Association, to be conducted in Albuquerque, New Mexico, pursuant to the AAA Consumer Arbitration Rules (see www.adr.org). The party initiating the arbitration (either me or the Released Parties) is responsible for paying the filing fee unless otherwise required pursuant to the AAA Consumer Arbitration Rules. The arbitrator who shall be agreed upon by both parties, will have the exclusive authority to resolve any



dispute relating to the interpretation, applicability, or enforceability of these terms. I, on behalf of myself and the minor, hereby waive any right to litigation or trial before a court or jury.

In furtherance of my waiver of any right to litigation or trial before a court or jury, I, the undersigned, an adult participant, or parent of a minor participant (for myself and on behalf of the minor), hereby release, discharge, and covenant not to sue the property owner and BONITA PARK, and all Released Parties from all liability, claims, demands, losses, or damages, on any account caused or alleged to be caused in whole or in part by any alleged negligence of the Bonita Park Parties or caused in any manner arising in any way from any activity on the premises of Bonita Park.

I further agree that if despite the terms of this document, I make a claim for my damages against Bonita Park or the Released Parties, I will indemnify, and hold harmless Bonita Park and the Released Parties for any loss, liability, damage, or cost, which any may incur as the result of such Claim. I further agree that in no event shall Bonita Park's liability arising out of this Agreement, or any participation in any event shall exceed One Million Dollars.

This document is intended to be binding, to the fullest extent of the law, on all persons signing below, and their respective successors, heirs, executors, administrators, and family members. If any part of this document is deemed by an arbitrator or court of competent jurisdiction to be unenforceable the remainder shall nevertheless be in full force and effect. The terms of this agreement cannot be altered except by a written document signed by the parties.

The undersigned by executing below understands that they may be giving up substantial rights and has signed it freely and without inducement or assurance of any nature and intends it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

If Participant is under 18 years of age: Parent/Guardian Consent and Agreement:

I, as parent or guardian of the above minor under 18 years of age, hereby consent to the terms and conditions set forth in the Waiver Form and agree to its terms, for myself and on behalf of the minor for whom I sign. **(SIGN BELOW)**

PARTICIPANT MEDIA CONSENT AND RELEASE

This Participant Media Consent and Release (the "Agreement") covers photos, images, or other media obtained by Bonita Park and/or Angus Nazarene Church (collectively, "Bonita Park") during Participant's use of Bonita Park's facilities.

You consent to the placement of your name/photo (and/or the name/photo of your minor child(ren)) on Bonita Park's websites, flyers, commercials or any other marketing materials. By participating in any activity at Bonita Park's facilities, you also waive all potential claims and liabilities against the releasees, relating in any way to the collection, use and disclosure of any of personally identifiable information on the internet, including compliance with the Federal Trade Commission's Children's Online Privacy Protection Act (COPPA) or any other law or regulation, if applicable.

If Participant is under 18 years of age: Parent/Guardian Consent and Agreement:

In compliance with the Children's Online Privacy Protection Act (COPPA) regulations, www.coppa.org, any child under age 13 must have parental consent for the collection, use, or disclosure of that child's personal information by a website. I, as parent or guardian of the above minor under 18 years of age, hereby consent to the terms and conditions set forth in the Waiver Form and agree to its terms, for myself and on behalf of the minor for whom I sign.

You may revoke your **MEDIA** consent at any time to refuse further collection and use of your child's information. If you wish to revoke this consent, please write down your revocation of consent, scan or take a photo of it, and e-mail that signed copy to us info@bonitapark.com.

Participant: _____ Parent/Guardian: _____

Relationship to Participant: _____

Parent/Guardian's Signature: _____ Date: _____