  
 To facilitate community, team building, and education in a Christian-based environment.

Tree Top Adventure Participant Agreement

**Includes: Assumption of Risk, Agreement of Release, and Indemnification**

**This Waiver is a legal document, PLEASE READ CAREFULLY**

\_\_\_\_\_\_\_\_This form must be read, understood, and signed by all participants, adults and minors (persons under 18 years), and by a legal parent or guardian (referred to as a parent) for a minor participant. Parent signs for himself or herself on the behalf of the minor child. No applicant may participate at Faith Haven Christian Retreat Center (hereinafter collectively referred to as FHCRC) unless these signatures are provided.

\_\_\_\_\_\_\_\_I hereby voluntarily agree to release, indemnify, discharge, hold harmless, and covenant not to sue FHCRC, owners, Board members, employees, land owners, and/or volunteers on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and/or estate for any and all claims of liability arising out of their negligence, recklessness, strict liability, breach of contract, intentional acts, or any other act or omission which causes the undersigned illness, death, emotional or physical injuries, loss and damages of any nature in any way connected with my participation in this activity such as these, due to slips and falls, contact to insect and snake bites or wild animals or plants, exposure to extreme temperatures and inclement weather, encounters with animals such as dogs and horses, collisions with other participants or fixed objects, or the environment or to moving about and motion from being transported in the activities: and that there can be risk of emotional or psychological injury or distress, resulting from personal touching, whether necessary, unwelcome, or inadvertent, in the preparation for participation, as well as a range of emotions from simple hurt feeling to panic or psychological trauma (such as fear of heights).

\_\_\_\_\_\_\_\_I fully understand and acknowledge that outdoor recreational activities such as a challenge course, zip lines, team building course, and nature walks and exploring have inherent risk, dangers, and hazards and such may exist in my use of FHCRC’s property and equipment and my participation in the above mentioned activities.

\_\_\_\_\_\_\_\_These risks and dangers may be caused by the unintentional negligence of the owners, employees, officers or agents of FHCRC, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature, or other causes. If I choose to participate in FHCRC activities, risk and dangers may arise from foreseeable or unforeseeable causes including but not limited to employee decision making, misjudgment of an employee, weather, trail or course conditions, my ability to participate in the activity, risk of falling from high platforms or ladders, and such other risk hazards and dangers that are integral to activities that take place in a wilderness outdoor or recreational environment.

\_\_\_\_\_\_\_\_By my participation in these activities and/or use of equipment, I hereby assume all risk and dangers, and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of FHCRC, or by any other person and that they arise from foreseeable or unforeseeable causes.

\_\_\_\_\_\_\_\_In addition, I hereby grant permission to FHCRC to make and use for promotion or other purposes, photographic records without recourse or compensation to me or anyone else otherwise.

\_\_\_\_\_\_\_\_I represent and agree that: I am in reasonably good health and physical condition; I am not less than \*54 inches tall; I am appropriately dressed; I am not pregnant; I have no existing injuries or limitations; I have no musculoskeletal disorders; I have no heart condition or condition of hemophilia; I do not have epilepsy or other seizure disorders; I am not under the influence of alcohol or any drugs, prescription or illegal, or any other substance that would affect or impair my judgment in order to participate in the activities provided by FHCRC. \*Under 54” height requirement, participant must be accompanied by two adults.

\_\_\_\_\_\_\_\_I agree that should any part of this agreement be judged invalid by a court with proper jurisdiction, that all other parts not so judged shall nevertheless remain valid and in effect. The laws of the State of Florida shall govern this Agreement and that the courts with jurisdiction in Citrus County shall have jurisdiction in any dispute that may arise between the parties to which FHCRC or its agents is a party.

10830 W. Bentbow Path, Crystal River, FL 34428 Tel: 352-601-GoUp (4687) www.faithhavencrc.org

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\_\_\_\_\_\_\_\_I have read the above waiver and release of liability and by signing it agree it is my intention to exempt and relieve FHCRC from liability for personal injury, property damage or wrongful death caused by negligence or any other cause. I fully recognize and understand that if I or any minor on whose behalf I am signing this release are hurt, die, or my property is damaged, I am giving up my right to make a claim or file a lawsuit against FHCRC even if they negligently or by some other act or omission cause the injury, damage, or death; I expressly assume all risk. I voluntarily sign my name as evidence of my acceptance of the above provisions.

\_\_\_\_\_\_\_\_As the parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agreed that said minor may participate in FHCRC activities; I sign this release on their behalf. In addition, I give FHCRC permission to request treatment for said minor in case of illness, injury, emergency or accident, should emergency medical services become necessary for the undersigned participant or minor. The expenses are the sole responsibility of the participant.

\_\_\_\_\_\_\_\_FHCRC reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations, and instructions of FHCRC while upon their lands or participating in their activities. I also certify that I and any minor on whose behalf I am signing, are physically and mentally capable of participating in these activities.

**Participant OR Parent/Guardian of Minor Participant**

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State: \_\_\_\_\_\_\_ Zip:\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Your email address, name and any other information you provide, such as address and phone number are held in strict confidence. We only keep your information so that we may contact you with upcoming events, specials and articles directly related to Tree Top Adventure and/or Faith Haven Christian Retreat Center.*

**Minor Participant**

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Age: \_\_\_\_\_\_\_\_\_\_\_ Height: \_\_\_\_\_\_\_\_\_\_ Weight: \_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State: \_\_\_\_\_\_\_Zip: \_\_\_\_\_\_\_\_\_\_

Medical Conditions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_

Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Please take a moment to tell us how you heard of us!!***

***Thank you! God Bless!!!***

Newspaper \_\_\_ FaceBook \_\_\_ WebSite \_\_\_ Friend \_\_\_ Employee \_\_\_ Rack Card \_\_\_ Google \_\_\_ Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WARNING**

**Under Florida law, an agritourism operator is not liable for injury or death of, or damage or loss to, a participant in an agritourism activity conducted at this agritourism location if such injury, death, damage, or loss results from the inherent risks of the agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury, death, damage, or loss. You are assuming the risk of participating in this agritourism activity.**

**Florida Statute 570.964**

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