

Binder Park Zoological Society, Inc.

Participant Release of Liability and Assumption of Risk, and Grant of Right to Use Image or Voice Recording

\*\*\* THIS IS A CONTRACT — READ BEFORE SIGNING \*\*\*

In consideration of being permitted by BINDER PARK ZOOLOGICAL SOCIETY, INC. to participate in its activities and to use its equipment and facilities, now and in the future, I hereby agree to **release, indemnify and discharge** BINDER PARK ZOOLOGICAL SOCIETY, INC., its agents, owners, shareholders, directors, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the "RELEASED PARTIES"), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in events and activities will involve known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential activities of the activity.
2. **The risks include, among other things:** The risk of cuts and bruises, falling, sprains, broken bones, or other serious injuries. Traveling to and from the activity raises the possibility of any manner of transportation mishaps. Risks can include tripping, falling, cuts from the use of equipment, and exposure to domesticated or wild animals, birds and reptiles which can cause serious injury or kill me and all of the activities may involve medical care, assistance and even funeral expenses.
3. I understand that BINDER PARK ZOOLOGICAL SOCIETY, INC. employees and volunteers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and/or the equipment being used might become loose, out of adjustment, malfunction, or otherwise fail. There is also a risk that BINDER PARK ZOOLOGICAL SOCIETY, INC. employees and volunteers may be negligent in, among other things, monitoring and supervising use of its activities and facilities and in the maintenance and repair of its equipment and facilities or in the supervision of exhibits, animals, participants, visitors and others.
4. I expressly agree and promise to accept and assume all of the risks existing in this activity, known or unknown. My participation in this activity is purely voluntary, and I elect to participate in spite of the known and unknown risks.
5. I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless RELEASED PARTIES from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of BINDER PARK ZOOLOGICAL SOCIETY'S equipment or facilities, including any such claims which allege negligent acts or omissions of RELEASED PARTIES.
6. Should BINDER PARK ZOOLOGICAL SOCIETY, INC. or anyone acting on their behalf, be required to incur attorney's fees and/or costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. This means that I will pay all of those attorney's fees and costs myself.
7. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have which may be exacerbated or caused or evidences itself during the activity or as a result of the activity.
8. I agree in the event that I file a lawsuit or administrative claim against BINDER PARK ZOOLOGICAL SOCIETY, INC., I agree to do so solely in the state of Michigan and I further agree that the substantive law of Michigan shall apply in that action without regard to the conflict of the law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
9. I agree as an adult participant, or the Parent/Legal Guardian of a minor participant, in consideration of being permitted to participate at BINDER PARK ZOOLOGICAL SOCIETY, INC., hereby grant BINDER PARK ZOOLOGICAL SOCIETY, INC., and all RELEASED PARTIES, the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with BINDER PARK ZOOLOGICAL SOCIETY, INC. activities, to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind. All photographs and/or recordings are exclusive to BINDER PARK ZOOLOGICAL SOCIETY, INC..
10. **If the participant is a minor. I agree that this Release of Liability and Assumption of Risk agreement ("RELEASE") is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian of the minor participant to bind the minor participant to this agreement.**
11. **If the participant is a minor, I further agree to defend, indemnify and hold harmless BINDER PARK ZOOLOGICAL SOCIETY, INC. from any and all claims or suits for personal injury, property damage or otherwise** which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence of RELEASED PARTIES, except injuries or damages caused by the sole negligence or willful misconduct of the party seeking indemnity.
12. In consideration of not being required to sign a fresh copy of this RELEASE before each visit to the premise, I further agree that **this RELEASE shall apply to all future visits by me and by the minor participant until he/she is 18 years old in full, including Paragraphs 10 and 11.**

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my or the minor participant's right to maintain a lawsuit against BINDER PARK ZOOLOGICAL SOCIETY, INC. or any RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. **I have read and understood it, and I agree to be bound by its terms.**

Signature (Participant or Parent/Legal Guardian if under age of 18)\_\_\_\_\_ Today's Date:\_\_\_\_\_

Print Name of Participant\_\_\_\_\_ Birth Date\_\_\_\_\_

Address\_\_\_\_\_ City\_\_\_\_\_ State\_\_\_\_\_ Zip\_\_\_\_\_

Email\_\_\_\_\_ Phone\_\_\_\_\_

Emergency Contact\_\_\_\_\_ Phone\_\_\_\_\_ Relation\_\_\_\_\_

**IF THE PARTICIPANT IS A MINOR:** Print Name of Parent or Legal Guardian of Minor\_\_\_\_\_

Address\_\_\_\_\_ City\_\_\_\_\_ State\_\_\_\_\_ Zip\_\_\_\_\_