

GORILLA GROVE TREETOP ADVENTURES @ KALAHARI RESORTS

RELEASE of LIABILITY

I, THE UNDERSIGNED, UNDERSTAND AND ACKNOWLEDGE THAT THE GORILLA GROVE TREETOP ADVENTURES @ KALAHARI RESORT ACTIVITIES (SNO-TUBING, ZIP LINING AND ROPES COURSES) HAVE INHERENT DANGERS THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION, OR EXPERTISE CAN ELIMINATE AND **I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF PERSONAL INJURY OR DEATH, WHETHER FORSEEABLE OR NOT, SUSTAINED IN CONNECTION WITH MY VOLUNTARY PARTICIPATION IN THESE ACTIVITIES.** I UNDERSTAND THAT THE ACTIVITIES REQUIRE ME TO HAVE THE PHYSICAL STRENGTH, CONDITIONING AND COORDINATION OF A PHYSICALLY ACTIVE LIFESTYLE. I AGREE TO READ ALL POSTED SIGNS AND WARNINGS REGARDING THESE ACTIVITIES AND TO COMPLY WITH ALL INSTRUCTIONS PROVIDED BY THE ACTIVITY OPERATORS.

WARNING: You should not participate if you have pre-existing heart, spine, head, neck, muscle, or joint issues or are under the influence of drugs or alcohol. Pregnant women should not participate. These activities are high risk recreational activities. Participation may result in serious physical or mental injury, illness, spinal cord injury, disease or death.

My signature acknowledges that I or the minor for whom I am legal guardian have voluntarily chosen to participate in the recreational activity known as Gorilla Grove Adventures @ Kalahari Resort. In consideration for the permission to participate, on behalf of myself, my spouse, my dependents, my heirs, distributees, guardians, legal representatives and assigns **I voluntarily and knowingly release, discharge, waive, and relinquish any and all claims or causes of action for personal injury, property damage, or wrongful death** against: KALAHARI RESORTS LLC (WI & DE); KALAHARI MANAGEMENT CO., LLC; KALAHARI MANAGEMENT SPE, LLC; TREE COURSE ADVENTURES LLC and any of their subsidiary companies, affiliates, assigns, designees, or any officer, director, member, agent, servant or employee (hereinafter "Releasees") for any accident or injury arising out of or related to my participation in the activities located at the Kalahari Resort and Convention Center in Pocono Manor, Pennsylvania including accidents or injuries caused in whole or in part by the negligent or grossly negligent acts or omissions of Releasees or their contractors, suppliers or vendors.

This RELEASE shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Any action at law, suit in equity, or other jurisdictional proceeding arising in connection with this Agreement or my participation in the activities shall be instituted only in the courts of Monroe County, Pennsylvania.

I AM AWARE THAT THIS IS A LEGALLY BINDING AGREEMENT AND THAT I AM GIVING UP MY LEGAL RIGHTS TO SUE THE ABOVE NAMED RELEASEES BY SIGNING BELOW.

Participant's Name: (Please Print) _____ **Age:** _____

Participant's Signature: _____ **Date** _____

Legal Guardian Signature: _____ **Date** _____
(If Participant is a minor)

Print Guardian's name

Kalahari room # _____ **(if applicable)**