ACTIVITY WAIVER AND RELEASE

In exchange for participating in the Activity, I, the below-signed Participant, hereby agree as follows:

1. **ACTIVITY DEFINED.** I am signing this Activity Waiver and Release (the "**Agreement**") in regards to the following event or activity (the "**Activity**"): Animal Encounter . The Activity includes all activities or events provided, organized, or sponsored by the Activity Provider in any way related to the Activity, including, but not limited to, any travel, transport, or accommodations to or from the Activity location(s) provided by the Activity Provider.

   a. **Location(s):** Wilderness Trails Animal Park INC / Wilderness Trails Zoo

   b. **Date(s):** _____

2. **WAIVER AND RELEASE.** I HEREBY ASSUME ALL RISKS OF MY PARTICIPATION IN THE ACTIVITY and waive all claims and forever release Wilderness Trails Animal Park INC / Wilderness Trails Zoo, located at 11721 GERA RD, BIRCH RUN, Michigan _____, including its officers, employees, successors, assigns, partners, agents, heirs, representatives, and volunteers ("**Activity Provider**"), as applicable, in their individual or corporate capacities, of all claims, liabilities, agreements, and causes of action of any nature due to any injury, loss, or damage to person or property, including but not limited to serious or permanent physical injury, psychological injury, illness, death, and economic or emotional damages, that may arise out of my participation in the Activity, notwithstanding that such injury, loss, or damage may be due to Activity Provider's negligence.

3. **INDEMNIFICATION.** I agree to indemnify, defend, and hold harmless Activity Provider against all claims, liabilities, damages, judgments, expenses, and causes of action of any nature, including attorney's fees and related costs, arising out of or related to my participation in the Activity, whether or not such causes of action may be due to Activity Provider's negligence.

4. **PHYSICAL AND MENTAL FITNESS.** I do not have any physical or mental limitations or disabilities that may limit or prevent me from safely participating in the Activity. I agree that I will not participate in the Activity under the influence of any drugs that could impair my physical or mental abilities. Activity Provider may require that I obtain an evaluation and clearance from a certified physician or healthcare provider certifying my ability to participate.

5. **GENERAL TERMS.** This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, representatives, executors, successors, and assigns. The terms of this Agreement are severable. This means that if any term of this Agreement is held to be invalid or unenforceable, then the remaining terms will continue to remain valid and enforceable. This Agreement represents the entire agreement between the parties and supersedes any and all prior oral or written agreements. This Agreement may not be modified except by the written consent of both parties. This Agreement will be governed and construed according to Michigan law and will be broadly construed to release Activity Provider from liability to the maximum extent permitted by the applicable law.

6. **ACKNOWLEDGEMENTS**

   a. I understand that I may not participate in the Activity unless I sign this Agreement.

   b. I AGREE THAT I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I UNDERSTAND THAT THE ACTIVITY INVOLVES CERTAIN INHERENT RISKS, INCLUDING THE RISK OF PHYSICAL INJURY AND PROPERTY DAMAGE, AND THAT BY SIGNING THIS AGREEMENT I AM ASSUMING FULL RESPONSIBILITY FOR THESE RISKS AND FOREVER GIVE UP MY LEGAL RIGHT TO SUE OR OTHERWISE CLAIM AGAINST ACTIVITY PROVIDER FOR ANY INJURY, PROPERTY DAMAGE, OR OTHER LOSS THAT I MAY SUSTAIN DUE TO MY PARTICIPATION IN THE ACTIVITY WHETHER OR NOT DUE TO ACTIVITY PROVIDER'S NEGLIGENCE.

   c. I agree to comply with all written and oral rules and instructions provided by Activity Provider regarding my participation in the Activity. I have been advised and instructed on the use of any protective equipment needed for the Activity.

   d. I agree to pay all costs of any medical care or treatment that I may require as a result of my participation in the Activity. I understand that I am responsible for obtaining my own health insurance. I further agree to pay for any damages I cause to person or property due to my participation in the Activity as a result of my intentional, negligent, or reckless act or omission.

   e. I am signing this Agreement voluntarily and free of duress with the intention of binding my spouse, heirs, executors, legal representatives, and assigns, if any.

   f. I have fully read and understood this Agreement, and I have been encouraged and had an opportunity to seek independent legal advice concerning this Agreement prior to signing.

EMERGENCY CONTACT

Contact Name: _____

Contact Phone Number: _____

PARTICIPANT INFORMATION

Participant Name: _____

Participant Address: _____

_____

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING INJURY, LOSS, OR DAMAGE TO PERSON OR PROPERTY ARISING OUT OF MY PARTICIPATION IN THE ACTIVITY.

Participant's Signature: _____ Date: _____

Print Name: _____

PARENT OR LEGAL GUARDIAN CONSENT (only required if Participant is under 18 years old): As Participant's parent or legal guardian, I agree to the terms of this Agreement and consent to Participant's participation in the Activity.

Signature: _____ Date: _____

Print Name: _____

Help Guide

A "waiver and release of liability" is a general term that encompasses many different types of releases commonly used. That's why we help you customize your release for your specific circumstances. This might include a vehicle damage or auto accident release, property damage release, personal injury release, sports participation release, activity or event release, photo and media release, debt settlement release, or other types of liability releases.

These releases allow one or both parties to be released from liability (legal responsibility) for the event or matter at hand. The parties being released from liability are normally called "releasees," while the parties doing the releasing are called "releasors." However, the party names may change depending upon the type of release being used. For instance, in an activity or event release, one party may be called the "participant" and the other party the "activity provider."

How Does a Liability Release Work?

While the terms "waiver" and "release" have slightly different meanings legally, they are often used interchangeably whenever a party is agreeing to give up their legal rights in regards to a particular matter. For instance, in a personal injury release, the injured party agrees not to sue or make any claims against the other party involved. The other party usually pays the injured party in return for signing the release. This allows the injured party to be compensated without the other party admitting liability for the injury.

However, parties can also sign a release without paying each other. Depending on the type of release, both parties may choose to mutually release each other from liability. This often occurs with vehicle damage releases, property damage releases, personal injury releases, and similar liability releases.

Who Is Released from Liability?

While the releasee is always released from liability, other parties can be included as well. Again, some releases allow both parties to be mutually released from liability. Also, the releasee's insurer, successors, assigns, heirs, spouse, executors, representatives, employees, employers, and agents are commonly released. Your document will likely include some or all of these. Including these terms will help ensure that the releasor cannot make any legal claims against the individuals and entities that are related to the releasee. For instance, if a customer is injured while in a store. The store will want to make sure that any employees, contractors, volunteers, and other store representatives will not be held liable.

When Should I Complete a Release?

Many releases are signed regarding an event or dispute that has already occurred or a contract that has already been signed—for example, after a car collision or injury. Similarly, a debt settlement release is used after a debt has arisen in order to release the debtor from responsibility for some or all of the outstanding balance owed. Often this is in exchange for the debtor making one final payment under the terms of the release. Importantly, any payment required by a release is not an admission of liability by the party making the payment.

Other releases are completed before engaging in a sport, activity, or event. Activity providers that host or organize activities that could result in personal injury or property damage need to have their participants sign a release exculpating the activity provider from liability if a participant gets hurt or their property gets damaged. Activity providers should always use releases for activities like sports competitions, school field trips, hunting, rafting, bungee jumping, skydiving, laser tag, escape rooms, and other recreational activities with a risk of personal injury or property damage.

Checklist

Step 1: Answer Key Questions

Complete your release using our quick and easy form wizard. We provide helpful guidance along the way and customize your document for your particular circumstances. Depending on the type of release you need, you may need to provide information about the parties, indicate who will be released, describe the event or legal matter at hand, or provide details about any payment between the parties.

Step 2: Review and Sign

Read through your completed document making sure that you understand it. Also, make sure that there are no errors or omissions. You may edit the text of your document by downloading it in .docx format and opening it in Microsoft Word or Google Documents.

With sports and activity releases, usually only the athlete or participant needs to sign. This is because the activity provider is not agreeing to undertake any obligations under the release. Instead, all of the promises are being made by the athlete or participant.

With other releases, both parties involved will need to sign and date where indicated at the end of the document. It is not necessary for the parties to sign the release at the same time. Electronic signatures are acceptable.

Step 3: Store Copies

Store the signed copy in a safe location. We recommend always storing a digital file, even if the original signed version is a hard copy.

Step 4: Complete Related Documents

See our complete document library for other quick and easy legal documents that can provide you with additional legal protection in the future.