



Brownstone

Exploration & Discovery Park

Participant's Name: _____
Address: _____
City, State, Zip: _____
Phone Number: _____
Email address: _____

Emergency Contact: _____
Emergency Phone #: _____
Scuba Divers #: _____
Type of Certification: _____
Certifying Agency: _____

Add me to the Brownstone Park email list so I can receive news and special offers from the park.

ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS & ARBITRATION AGREEMENT

In consideration of the services of Brownstone Exploration & Discovery Park, LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as the "Host"), I hereby agree to release, indemnify, and discharge the Host, 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 amusement rides, waterpark activities and other programs and events as well as my use of facilities (collectively referred to as "Programs") entails known and unanticipated 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 qualities of the activity.

The risks include, among other things: drowning; slipping and falling; muscle fatigue; collision with fixed or movable objects or people; the exposure to insects or animals; exposure to the elements causing sunburn, dehydration, heat exhaustion, heat stroke, or heat cramps.

Furthermore, the Host's employees 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 might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in the Programs. My participation in the Programs is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Host from any and all claims, demands, or causes of action, which are in any way connected with my participation in the Programs or my use of the Host's equipment, **including any such claims which allege negligent acts or omissions of the Host.**
4. Should the Host or anyone acting on their behalf, be required to incur attorney's fees or costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the Programs, 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 I may have.

Continues on page 2 – Participant Initials _____

6. I hereby agree to submit any dispute arising from participation in the Programs to arbitration, for the sole purpose of determining whether the alleged injury arises from a risk inherent in the Programs. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the District of Connecticut. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in West Hartford, Connecticut and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. **In the event that the Panel determines the alleged injury arises from a risk inherent in the Participant's participation in the Programs, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from the Host.** In the event that the Panel determines the alleged injury did not arise from a risk inherent in the Programs, the Participant shall proceed to the Superior Court of Connecticut, or if appropriate, the United States District Court, for the District of Connecticut, for a trial *de novo*.
8. I hereby grants to the Host, its representatives, and employees the right to take **photographs and video of me** in connection with my participation in the Programs. I hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. I hereby agrees that the Host may use such photographs and video of me for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.
9. I agree that the substantive law of the State of Connecticut shall apply to this Agreement without regard to the conflict of law rules of that state. To the extent that any portion of this Agreement is deemed to be invalid under the law of the State of Connecticut, the remaining portions of this Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

Participant's Signature: _____ Date: _____

IF PARTICIPANT IS UNDER 18, a parent or guardian must also sign below and does further state that he/she agrees to indemnify and hold harmless the Host from any and all claims which are brought by, or on behalf of the minor participant arising from participation in the Programs and that he/she has explained to the minor participant the content of this Agreement and the risks of participation.

Parent/Guardian Signature: _____ Date: _____

Brownstone Exploration and Discovery Park
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