



Tallahassee Museum

1101 TALLEHASSEE AVENUE
TALLAHASSEE, FL 32304-1101
904/222-1101

GENERAL RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE TALLAHASSEE MUSEUM USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE TALLAHASSEE MUSEUM IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE TALLAHASSEE MUSEUM HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I, _____, hereby certify that I am the parent/legal guardian of _____, whose date of birth is _____ (hereinafter the "Minor"). I further certify that I am over eighteen (18) years of age and of sound mind and memory at the time of the execution of this General Release, Hold Harmless and Indemnification Agreement (hereinafter "Release").

WHEREAS, the Tallahassee Museum (hereinafter "MUSEUM") has available zipline activities and Tree to Tree Adventures for visitors to the Museum; and

WHEREAS, the MUSEUM agrees to allow my Minor child to participate in those zipline activities and Tree to Tree Adventures in consideration of both the payment of the fees for the same and my/our execution of this Release on behalf of the Minor, as his/her parent/legal guardian, and agreeing to be bound by its terms.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the Minor being allowed to participate in such activities, I/We hereby agree as follows:

1. I am aware of and fully understand the inherent dangers involved in participating in the zipline activities and the Tree to Tree Adventures provided by the MUSEUM, including the risk of death and/or personal injury or damage to the Minor, other persons and/or the Minor's property, my property, or the property of the others. I further acknowledge that participants and other persons involved in the zipline activities and Tree to Tree Adventures may not be covered under insurance of the MUSEUM. I freely and voluntarily execute this Release with such knowledge, and assume full and sole responsibility for the risk of death, personal injury and/or property damage or loss arising from or in any way connected with the Minor's participation in the zipline activities and the other Tree to Tree Adventures provided by the MUSEUM.

2. I agree to have the Minor abide by all regulations that the MUSEUM may impose regarding the operation and use of the zipline activities and Tree to Tree Adventures. I specifically acknowledge that the Minor will be required to listen carefully during the mandatory briefing session presented by the MUSEUM, to follow all safety rules and to undertake all activities in a responsible manner. IF THE MINOR IS UNWILLING OR UNABLE TO FOLLOW ANY SAFETY RULES ASSOCIATED WITH THE ZIPLINE ACTIVITIES OR OTHER TREE TO TREE ADVENTURES ACTIVITIES, THE MUSEUM STAFF WILL TERMINATE THE MINOR'S CONTINUATION OF SUCH ACTIVITIES, AND I AND/OR THE MINOR WILL NOT BE ENTITLED TO ANY REFUND OF MY/OUR AND/OR THE MINOR'S ADMISSION FEE.

3. I acknowledge that the zipline activities and Tree to Tree Adventures are unguided, which means MUSEUM staff will not be on the course(s) with the Minor, but will remain on the ground to monitor the activity of all current participants, offer guidance and encouragement and be available to assist in the event of participant difficulty on the course.

4. I acknowledge that the Minor has no physical or emotional issue(s) which would adversely affect the Minor's ability to participate in any zipline or Tree to Tree Adventure activity that the Minor, or the group the Minor is with, may perform.

5. I hereby release and forever discharge the MUSEUM and its assigns, trustees, officers, directors, agents, employees, servants, representatives, attorneys, and independent contractors, as well as all administrators, firms, corporations, benefit plans and insurers acting through or for the benefit of the Museum (collectively "Museum and Affiliates"), from any and all charges, claims, demands, actions, causes of action, or suits at law or in equity, for injury, death or damages, of whatsoever kind or nature, to the Minor or the minor's and/or my/our property as a result of the Minor's participation in the zipline activities and other Tree to Tree Adventures, including, but not limited to, the inherent risks, both known and unknown, in those activities. This Release further includes, but is not limited to, injury, death or property damage that is caused by the intentional or negligent act or omission on the part of (i) any other participant in zipline activities or Tree to Tree Adventures provided by the MUSEUM, (ii) any employee, agent or independent contractor of the MUSEUM, or (iii) any other person at the MUSEUM. Furthermore, I agree to pay any and all attorney's fees and costs of the MUSEUM, and any of its agents, employees and independent contractors, if I bring any action, claim or demand against the MUSEUM or any of its agents, employees and independent contractors for any reason for which this Release applies.

6. I agree to indemnify and hold the MUSEUM and Affiliates harmless with regard to any and all liability, claims, demands, actions, suits or causes of action for injury, death or damages, of whatsoever kind or nature, to any person or property brought against the Museum, or any of its agents, employees or independent contractors, as a result of, or in any way relating to, the Minor's presence at the Museum or the Minor's participation in the zipline activities and other Tree to Tree Adventures. Furthermore, I agree to pay all attorney's fees and costs incurred by the MUSEUM and Affiliates in defending any action arising under this Paragraph, whether or not such action is well-founded.

7. I agree to and hereby bind my/our heirs, executors, assigns and all other legal representatives by executing this Release. In addition, I agree to and hereby bind the Minor's heirs, executors, assigns and all other legal representatives of the Minor by executing this Release.

8. I hereby acknowledge and agree that this Release is intended to be construed and interpreted as broad and inclusive as permitted by the laws of Florida. If any portion of this Release is found or declared to be invalid or unenforceable, such invalidity shall not affect the remainder of this Release not found to be invalid, and the remainder of this Release shall remain in full force and effect.

9. I authorize the MUSEUM to administer all first aid measures the Minor may need, including the decision to have the minor transported to a hospital, all of which will be done at my/our expense.

10. I understand that, by entering the MUSEUM and participating in zipline activities and Tree to Tree Adventures, I and/or my Minor child may be recorded and/or photographed. I hereby grant the MUSEUM, on behalf of myself and the Minor, the irrevocable right and permission to photograph and/or record me or my Minor child. I acknowledge that the MUSEUM will own such photographs and/or recordings (collectively "Images"), and I grant the MUSEUM permission to display, publish, distribute and use the Images for all purposes, including, without limitation, advertising and promotional purposes, in any manner and all media now or hereafter known, including, without limitation, brochures, advertisements, website images, or other electronic displays and transmissions. I further waive any right to inspect or approve the use of the Images by the MUSEUM prior to use, and I/We waive the right to any royalties or other compensation arising from or relating to the use of the Images. Finally, I release and hold the MUSEUM harmless from any and all liability arising out of the use of the Images and waive any and all claims and causes of action relating to use of the Images, including without limitation, claims for invasion of privacy.

11. The Minor is physically able to safely complete the Tree to Tree Adventure. The Minor's participation in this activity is purely voluntary, no one is forcing the Minor to participate, and I have elected to allow the Minor to participate in spite of the inherent risks, both known and unknown, in the zipline activities and other Tree to Tree Adventures. The Minor is not pregnant. The Minor is not currently under the influence of alcohol, illegal drugs, or impairing legal drugs.

Signature: _____ Date: _____