

TILIKUM CHALLENGE COURSE/CLIMBING WALL PARTICIPANT AGREEMENT

Participants Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Organization with which you are participating: \_\_\_\_\_ Date of Program: \_\_\_\_\_  
Health Insurance Company: \_\_\_\_\_ Policy #: \_\_\_\_\_  
Emergency Contact Information (Name & Phone number): \_\_\_\_\_

*Please read this document carefully. It must be signed by ALL participants on Tilikum's Challenge Course. If the participant is a minor, at least one parent or guardian must also sign, as evidence of their agreement to these terms and conditions on their own behalf and on behalf of the minor participant.*

Participant Agreement

In consideration of the services of the Tilikum Challenge Course, I, Participant and Parent of a minor participant, acknowledge and agree, for myself and on behalf of a minor participant for whom I sign as follows:

Activities and Risks:

I understand that the challenge course and activities conducted by Tilikum, the structures and premises on which they are conducted and related equipment, may expose participants to certain risks. The activities require moderate exertion and include a variety games, group problem solving activities, low and high challenge course elements (a variety of structures over, through, and on which participants may be asked to walk, swing, or climb, with or without the assistance of staff or co-participants) and associated challenge course climbing activities. Certain activities may be as high as 125 feet off the ground and, while reasonable measures will be taken to prevent a fall or collision, accidents may occur.

Among the risks and hazards of the activities and use of the premises and equipment are the following: fall; abrupt and possibly damaging contact with structures and other objects, and other persons; anxieties and misjudgments on the part of the staff of Tilikum, the failure of structures and equipment; and the unpredictable forces of nature. Participants may experience an increased heart rate and other symptoms of anxiety and stress due to physical exertion, reliance on other participants and a fear of height or being unprotected or falling. Participants and staff may fail to follow proper procedures, instructions and the operating policies of Tilikum. Injuries associated with participation in this program may include breaks, sprains, strains, bruises and other contusions and in extreme cases, emotional upset, anxiety and even death.

*Tilikum strongly recommends consulting with a physician prior to participating in a Tilikum challenge course program if you are pregnant or your health or physical ability may be compromised by the above described activities.*

I understand that I am responsible for managing risks to myself and others. The challenge course is instructional in nature and participants are expected to expand and challenge their skills and judgment. Participant and Parent acknowledge that participation in this activity is purely voluntary, and with full knowledge of the inherent and other risks.

Release of Liability:

I understand that parts of the Tilikum challenge course may be demanding. I understand that Tilikum has taken extensive measures, including certification of its staff in first aid, CPR and challenge course facilitation as well as making every effort to aid safety of all participants. However, I also recognize that Tilikum cannot insure or guarantee that the participants, equipment, grounds and/or activities will be free of accidents or injuries. I understand that each participant must assume the risk of injury that could result from any of these activities. I release and promise to indemnify, defend and hold harmless Tilikum, its staff members, and Tilikum Board of Directors for any injury to me from participation in the Tilikum challenge course.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_