

# Participant Liability Waiver



I certify that I am at least 18 years of age. If I am under the age 18, I have obtained the required consent of my parent/guardian as evidenced by their signature on the second page of this document and their presence during my participation in this Animal Encounter.

I wish to participate in an Animal Encounter at the Potawatomi Zoo (“the Animal Encounter”). I understand that my participation in the Animal Encounter includes inherently dangerous activities. Including but not limited to walking in wet areas, climbing stairs and interacting with live animals. In consideration for my participation in the program, I expressly agree to assume any and all such risks.

On my own behalf, and the behalf of my heirs, executors, and administrators. I hereby release and forever discharge the Potawatomi Zoological Society, its related and affiliated companies and the officers, directors, employees, agents, representatives, successors, and assigns of each of the foregoing entities, including the city of South Bend (collectively “the Zoo”) from all liabilities, claims, actions, damages, costs, or expensed of any nature arising out of or in any way connected with my participation in the Animal Encounter, including but not limited to all attorneys fees and disbursements. I understand that this release and waiver includes any claims based on the negligence, action, or inaction of the above released parties and covers bodily injury (including death), and property damage, whether suffered by me before, during, or after my participation in the Animal Encounter.

I authorize medical treatment of myself, at my cost, if the need arises. I hereby release and forever discharge the Zoo from any claim that may arise as a result of any medical treatment provided to me in connection with any injury or medical condition suffered before, during, or after my participation in the Program.

I understand and agree that the law of the State of Indiana will apply to this contract and any legal action relating to or arising out of the agreement shall be commenced exclusively in a court of competent jurisdiction in St. Joseph County, Indiana.

I hereby grant the Zoo the right to photograph and/or videotape me and to use my name, face, likeness, voice, and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation. The Zoo is, however, under no obligation to exercise said rights herein granted.

I understand that children under 14 must be accompanied by an adult who has also purchased a ticket to and is attending the same Animal Encounter, and I confirm that at least one adult is in attendance if my reservation includes a child or children.

I agree to follow the instructions and directions given to me by the Animal Care staff, and if I don’t, I can be asked to leave this Animal Encounter.

## **For Parents/Legal Guardians of Participants Under 18**

This is to certify that I am a parent/guardian with legal responsibility for the minor participant identified below, that the minor participant is under 18 years of age, and that I consent and agree to his/her release, as provided above, of the Zoo and for child, myself, my heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the Zoo from any and all liabilities incident to the minor participant’s involvement or participation in the Program as provided above, even if arising from the negligence of the Zoo, to the fullest extent permitted by law. I have instructed the minor participant of the above warnings and conditions and their ramifications.