

Keyes Canoe Rental, Inc. d/b/a Ozark Outdoors Riverfront Resort

**Floating Treetops Aerial Park
ASSUMPTION OF RISK AGREEMENT**

PLEASE READ CAREFULLY. THIS MAY AFFECT YOUR LEGAL RIGHTS.

1. Express Assumption of Risk

I understand that participation in the Keyes Canoe Rental, Inc. d/b/a Ozark Outdoors Riverfront Resort (hereinafter referred to as Ozark Outdoors) (Floating Treetops Aerial Park) activities involves significant risks of serious injury or death from, including but not limited to, falling or slipping, impacting man made or natural objects or being impacted by such objects, equipment malfunction, adverse weather conditions, natural elements, including, but not limited to, trees, rocks, stumps, and uneven terrain, dizziness, fatigue, encounter with insects or animals, contact with other participants, physical exertion, and falls. I acknowledge that I have sufficient skills and am in adequate physical condition to participate in these activities.

2. Participation of Minor

I am the parent or guardian of the minor on whose behalf I have signed this agreement. I have explained the risks inherent in Floating Treetops Aerial Park activities to my child in an age appropriate manner and he/she has acknowledged that he/she understands and accepts those risks.

3. Right of Privacy Release

I agree to the photographing, filming, or videotaping of my appearance while visiting Keyes Canoe Rental Inc. d/b/a Ozark Outdoors Riverfront Resort and the reproduction of such materials by Floating Treetops Aerial Park and its corporate affiliates for Keyes Canoe Rental, d/b/a Ozark Outdoors Riverfront Resort' marketing materials ("Materials").

I agree that Keyes Canoe Rental, d/b/a Ozark Outdoors is, and will be, the sole owner of all rights in and to the Materials and the reproductions thereof. Keyes Canoe Rental, d/b/a Ozark Outdoors shall have the right, among other things, to reproduce the Materials one or more times for any and all lawful purposes, including the promotion of Keyes Canoe Rental, d/b/a Ozark Outdoors Riverfront Resort (Floating Treetops Aerial Park) business. Keyes Canoe Rental Inc., d/b/a Ozark Outdoors Riverfront Resort shall also have the right to use my name, portrait, picture and biographical material for such purposes.

I agree to hold Keyes Canoe Rental, d/b/a Ozark Outdoors Riverfront Resort (hereinafter referred to as Ozark Outdoors, Floating Treetops Aerial Park or any third parties harmless against any liability, loss or damage, including reasonable attorneys' fees caused by, or arising from, the photographing and reproduction of my appearance for the Materials.

4. Effect on Legal Rights

I have read this agreement carefully and understand its contents. I have read this agreement to my child and he/she has acknowledged that he/she understands its contents. I am aware that the agreement includes an express assumption of risk. I understand that this agreement may affect legal claims for damages in the event of death of any injury to me or my child. I acknowledge that any questions I or my child may have about this agreement other risks inherent in participating in Keyes Canoe Rental Inc. d/b/a Ozark Outdoors Riverfront Resort, Floating Treetops Aerial Park activities have been answered to my and my child's satisfaction. I have signed this document of my own free will.

5. Controlling Law/Venue

I agree that the terms of this agreement are binding on me and my child and shall be governed by the laws of the State of Missouri. I also agree that any legal action relating to my or my child's participation in Keyes Canoe Rental Inc. d/b/a Ozark Outdoors Riverfront Resort (hereinafter referred to as Ozark Outdoors) Floating Treetops Aerial Park will be brought in the Missouri State Supreme Court, County of The United States.

_____	_____	_____	
Print Participants Name	Date	Participants Email Address	
_____	_____	___/___/___	_____
Participant's Signature	Age	Date of Birth	Zip Code

Parent Agreement -Required for Participants Age 18 and Younger

As parent and/or natural guardian of the above-named minor, I hereby give permission for my child or ward to participate in the aforementioned activities. I have read and understand the above ASSUMPTION OF RISK AGREEMENT, and on my behalf and on behalf of my child or ward, I agree to all terms contained therein. I have read and explained those risks and responsibilities to my child in an age appropriate manner and he/she has acknowledged that he/she understands and agrees to accept them.

_____	_____	_____	
Print Legal Parent/Guardian's Name	Date	Parents Email Address	