

ZOOM AIR DAYTONA BEACH, LLC dba TREETOP TREKKING MIAMI ADULT RELEASE & WAIVER OF LIABILITY TERMS AND ACCEPTANCE

BY SIGNING THE ZOOM AIR DAYTONA BEACH, LLC RELEASE AND WAIVER OF LIABILITY ACCEPTANCE, THE PARTICIPANT HEREBY AGREES AND DECLARES:

I have read the rules and procedures that are displayed at Treetop Trekking Miami;

I accept that I am obliged to listen carefully during the mandatory briefing session, to follow all the safety rules, and to undertake the activity in a responsible manner, keeping the safety of myself and all other participants a top priority;

I am the best judge of my degree of skill to take part in this activity, and I am aware of the possible additional risks to which I knowingly and voluntarily expose myself; I understand the max weight limit to participate is 275lb.

I understand that it is expressly prohibited for pregnant women to participate on any Treetop Trekking Miami course;

I have no physical or emotional medical problem which negatively impacts either my ability to participate in a treetop adventure activity and I am not using any substance, medicine, drug, or alcohol that may hinder my ability to participate in a treetop adventure activity;

I authorize Zoom Air Daytona Beach, LLC to administer all first aid measures I may need, including to decide to transport me or have me transported to a hospital, all of which shall be done at my own expense;

In consideration for my ability to participate in the activities at Treetop Trekking Miami, I, for myself and anyone claiming by, through, or under me, hereby waive, release, discharge, and covenant not to sue Zoom Air Daytona Beach, LLC, ESJ JI Operations LLC d/b/a Jungle Island, ESJ JI Leasehold LLC, ESJ Capital Partners LLC Jungle Island Resort LLC, the City of Miami and each of their officers, directors, employees, associates, suppliers, agents, representatives, and organizers (hereinafter collectively referred to as the "Releasees") from and against any liability, claims, demands, or causes of action whatsoever, arising out of or related to any loss, damage or injury, that I may sustain while participating in the activities at Treetop Trekking Miami, whether caused by the negligence of the Releasees or otherwise;

I also assume full responsibility for and risk of bodily injury, death, or property damage which may be caused by the negligence of the Releasees while participating in the activities at Treetop Trekking Miami;

I agree that the foregoing Release and Waiver of Liability is intended to be as broad and as inclusive as permitted by the laws of the State of Florida and that if any provision in this Release and Waiver of Liability is held invalid, the other provisions shall remain in full force and effect;

I have read and voluntarily sign this Release and Waiver of Liability and further agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made; and

I understand that, in the interest of my safety and the safety of all Treetop Trekking Miami, anyone who does not comply with Zoom Air Daytona Beach, LLC safety rules and procedures will have to leave the course.

Signature of Participant	Printed First & Last Name	Age	Date	Emergency Phone Number

Wristband color: _____ *Harness No.:* _____ *Time:* _____