



ONCE UPON A TREETOP PARTICIPATION AGREEMENT

I hereby certify that I am the adult parent, guardian, legal custodian, legal representative, physical custodian, or the person otherwise responsible for a minor child under the age of eighteen (18) years, and I consent to his/her participation in the entertainment activities offered by "Once Upon a Treetop, Inc.". I understand, acknowledge, and agree to the following:

1. **Responsibility to Monitor:** I understand that should the participant child partake in the activities offered by "Once Upon a Treetop, Inc.", it is my responsibility to monitor the participant child at all times. This includes assuring the participant child is using all equipment in the manner for which it was reasonably intended and following all posted rules and regulations. I acknowledge that I am responsible for any property or equipment damage caused by the participant child and/or myself, with the exception of normal wear and tear. I understand that during child's participation, I am not to leave "Once Upon a Treetop, Inc." facility for any reason. I acknowledge that I have read all the rules posted in the facility and that both myself, and the participant child under my supervision, will abide by set rules.
2. **Assumption of Risk:** I fully understand that allowing the participant child to partake in the activities offered by "Once Upon a Treetop, Inc." involves risk of, but not limited to, skin lacerations, concussions, broken bones, muscle injuries, other serious injuries or in extreme circumstances, death. By signing below, I understand that these injuries may not only result from the participant child's own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others and/or the condition of the property, and as the adult responsible for the participant child, I knowingly and voluntarily agree to assume this risk on behalf of the participant child and myself.
3. **Liability Waiver:** I agree that myself and the participant child, shall forever release, waive, and discharge "Once Upon a Treetop, Inc." including any officers, directors, owners, members, managers, partners, employees, agents, contractors, sub-contractors, insurers, representatives, successors and/or assigns from any and all actions, causes of action, claims, charges, demands, losses, damages, costs; and attorney's fees of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by the participant child or any other person in any way connected to, related to, or arising out of the participant child's participation in the activities offered by "Once Upon a Treetop, Inc.", regardless of any negligence of "Once Upon a Treetop, Inc."
4. **Health Representation:** I warrant that the participant child has no physical condition that would prevent them from, or heighten the risks associated with, participating in the activities offered by "Once Upon a Treetop, Inc."
5. **COVID-19 Risk Exposure:** I acknowledge that the CDC, the State of New York and other public health authorities have confirmed the contagious nature of COVID-19 and that there is an inherent danger and risk of exposure to COVID-19 in any place where people are present. As such:
 - a. I further acknowledge that "Once Upon a Treetop, Inc." has put in place new guidelines to reduce the spread of the Coronavirus/COVID-19.
 - b. I further acknowledge that "Once Upon a Treetop, Inc." can not guarantee that I will not become infected with COVID-19. I understand that the risk of becoming exposed to and/or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including but not limited to other "Once Upon a Treetop, Inc." guests and their families and staff.
 - c. I, for myself and the child for whom I am responsible, voluntarily agree to participate in the services provided by "Once Upon a Treetop, Inc." and acknowledge that by doing so I am increasing my, and the participant child's risk exposure to COVID-19.
 - d. I acknowledge that I must comply with all set procedures to reduce the spread of COVID-19 while attending activities offered at "Once Upon a Treetop, Inc."
 - e. I attest that neither I nor the participant child for whom I am responsible are experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, headache, sore throat, or new loss of taste or smell.
 - f. I attest that neither I nor the participant child for whom I am responsible have traveled internationally or to any highly impacted area within the United States of America within the last 15 days.
 - g. I do not believe and have no knowledge that I or the participant child for whom I am responsible have been exposed to someone with a suspected or confirmed case of COVID-19 in the last 15 days.
 - h. Neither I nor the participant child for whom I am responsible I have been diagnosed with COVID-19 or have been subject to a state or health authority order of quarantine or isolation as a result of potential exposure to COVID-19 in the last 15 days.
6. **Photo Policy:** I acknowledge that Once Upon a Treetop takes pictures throughout the day to use for advertising (emails, website, Facebook, and Instagram, etc.) which may include my likeness or the likeness of the child for whom I am responsible. On behalf of myself and the participant child for whom I am responsible, I hereby agree to such photographs being used for such purposes. I agree that the actual material involved is and shall continue to be the property of Once Upon a Treetop, and that neither I, nor the participant child for whom I am responsible, shall have any right of review or approval regarding the use of such images in such materials. I also hereby release and hold harmless, Once Upon a Treetop, along with its respective employees, agents, and affiliates, from any and all claims, demands, or causes of action arising out of the use of such images or likeness. I further understand and agree that neither I, nor the participant child for whom I am responsible, will be compensated in any way for the use of such images or likeness by Once Upon a Treetop.
7. **Severability:** If any provision of this agreement (or any aspect of any provisions) is held to be invalid or unenforceable by a court of competent jurisdiction the validity of this agreement as a whole shall not be affected, and any other provisions of this agreement shall remain in full force and effect.

I have read carefully this ONCE UPON A TREETOP PARTICIPATION AGREEMENT and fully understand its contents. I am aware that I have given up substantial rights by signing this agreement voluntarily. As the adult responsible for the participant child, I have no obligation to allow said child to participate in the activities offered by "Once Upon a Treetop, Inc." or sign this agreement, but I desire to do so. THIS AGREEMENT shall apply to all of the participants future visits to Once Upon a Treetop, Inc.

Participant Children's Name's : _____

Parent/Legal Guardian Name (Printed): _____ Parent/Legal Guardian Name (Sign): _____

Emergency Contact Number: _____ Date: _____