

SKY TRAIL COURSE ARBITRATION AGREEMENT (MINORS ONLY)

Name: _____

Name: _____
(Parent or Guardian)

Age: _____ Date of Birth: _____

Date: _____

Please read this document. It limits the legal rights of a minor (18 years or younger) who is injured in any way on the Sky Trail Course amusement ride. By signing this Arbitration Agreement, you acknowledge that it contains a legally binding agreement to arbitrate disputes and that you have read the Agreement and agree to its terms.

_____ **1. INTRODUCTION TO THE SKY TRAIL COURSE (← Initials)**

The Sky Trail Course is exciting but it can be dangerous; the Sky Trail Course is a high adventure ropes course with a closed tracking system that will allow you to go throughout the course without the need to disconnect your sling line at any time. You have the freedom to choose your path throughout the course and go at your own pace. If you lose your balance or slip off any part of the course, the harness and sling line will catch you and you can pull yourself back up onto the element or platform.

_____ **2. RISKS ASSOCIATED WITH USING THE SKY TRAIL COURSE (← Initials)**

- There is always a risk of self inflicted injury or injury caused by other participants;
- You may sustain injury as a result of slipping on or striking surrounding ride elements which contain fiberglass, metal and other hard objects;
- You may sustain an injury as a result of a possible equipment failure and/or malfunction of your own or other's equipment;
- You may sustain an injury from falling or from exposure to the height of the Sky Trail Course which may impair your judgment, coordination or balance;
- You may sustain an injury from not paying close attention to your climbing or to others climbing with or near you;
- You may sustain an injury by your own negligence and/or the negligence of others including employees, agents, independent contractors or representatives of Sahara Sam's including but not limited to any operator error;
- The injuries that you may sustain include injuries to hands, fingers, feet and toes including but not limited to inflammation and/or strains of muscles, ligaments and/or tendons, nerve damage or compression and broken bones and aggravation or re-aggravation of any underlying physical condition;
- Finally, you understand that the description of these risks and potential injuries is not complete in that unknown or unanticipated risks may result in injury, illness or death.

_____ **3. (← Initials) CAN YOU MAKE A CLAIM FOR MONEY DAMAGES IF YOUR MINOR CHILD IS INJURED?**

If your minor child is injured and you want to make a claim, you must file a demand before the American Arbitration Association (AAA). The AAA is an independent agency which resolves disputes fairly and without favoritism. Sahara Sam's cannot select who will be the single arbitrator to decide the dispute. The address of the Association is 220 Davidson Avenue, Somerset, New Jersey 08873, Tel. (732) 560-9560. You agree that any dispute between you and Sahara Sam's will be decided by the AAA and that the Arbitration Hearing will take place in Camden County, New Jersey. You are not required to hire a lawyer to make your claim. If you hire your own lawyer, you

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must pay your own lawyer. If you or Sahara Sam's does not follow the requirements of this document, then you or Sahara Sam's may be required to pay the other's attorney's fees.

____ 4. (←Initials) **SAHARA SAM'S IS ASKING YOU TO GIVE UP LEGAL RIGHTS IN ORDER TO UTILIZE THE SKY TRAIL COURSE.**

Sahara Sam's is asking you to give up certain valuable legal rights. You, your personal representative and your heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Sahara Sam's and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of your participation in the Sky Trail Course. You specifically understand that you are releasing, discharging and waiving any claim or action that you may have present or in the future for the negligent acts or conduct by the owners, agents, servants or employees of Sahara Sam's or any of the designers or manufacturers of the Sky Trail Course.

____ 5. (←Initials) **WHAT ARE THE LEGAL RIGHTS THAT YOU ARE GIVING UP WHEN YOU SIGN THIS DOCUMENT:**

- You give up your right to sue Sahara Sam's in a court of law.
- You give up your right to a trial by jury.
- You give up the right to claim money from Sahara Sam's if you are injured.
- You give up the right to claim money from Sahara Sam's if you are injured by another person.
- You give up the right to recover damages or punish or make an example of Sahara Sam's, Inc.

____ 6. (←Initials) **WHO IS BOUND BY THIS WAIVER AND RELEASE?**

You are bound by this document. Anyone who has or can obtain your rights is also bound by this document, such as your family, relatives, guardians, executives or anyone responsible for you. As used in this document, Sahara Sam's also includes the people who work for and are associated with Sahara Sam's, such as its owners, managers, employees, officers, directors, stock holders, agents, volunteers, sponsors, vendors and exhibitors.

____ 7. (←Initials) **DO YOU AGREE TO ABIDE BY THE RULES OF SAFE CONDUCT?**

YES _____

NO _____

Your Signature

Date

Emergency Contact

The Signature of Your Parent or Guardian: _____

Date: _____

Phone: _____

Parent or legal guardian's Driver's license: _____

Your Address: _____
