

BROWNSTONE EXPLORATION & DISCOVERY PARK, LLC

Participant's Name: _____ Emergency Contact: _____
Address: _____ Emergency Phone #: _____
City, State, Zip: _____ Scuba Divers #: _____
Telephone Number: _____ Type of Certification: _____
E-mail address: _____ Certifying Agency: _____

Add me to the Brownstone Park e-mail list so I can receive news and special offers from the park.

ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS & ARBITRATION AGREEMENT

In consideration of being allowed to use the facilities and participate in programs and events ("Programs) operated by **BROWNSTONE EXPLORATION & DISCOVERY PARK, LLC** (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- a) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the inherent risks of participating in the Programs;
- b) **TO ASSUME ALL RISKS INHERENT IN PARTICIPATING IN THE PROGRAMS;** and
- c) **TO RELEASE** the Host, its owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for any loss, damage, injury, or expense that the Participant (or his/her next of kin) may suffer, arising out of the inherent risks of participation in the Programs, which include, but are not limited to, the instruction received while participating in the Programs.

Arbitration

The Participant hereby agrees to submit any dispute arising from participation in the Programs to arbitration, for the sole purpose of determining whether the alleged injury arises from a risk inherent in the Programs. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the District of Connecticut. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in West Hartford, Connecticut and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. **In the event that the Panel determines the alleged injury arises from a risk inherent in the Participant's participation in the Programs, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from the Host.** In the event that the Panel determines the alleged injury did not arise from a risk inherent in the Programs, the Participant shall proceed to the Superior Court of Connecticut, or if appropriate, the United States District Court, for the District of Connecticut, for a trial *de novo*.

Photography/Videography Release

Participant hereby grants to the Host, its representatives, and employees the right to take **photographs and video of Participant** in connection with Participant’s participation in the Programs. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs and video of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

Personal Responsibility

The Participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Programs and that he/she is not participating against medical advice.

If helmets are recommended for use while participating in the Programs, and Participant chooses not to wear a helmet, he/she does so at his/her own risk and accepts full responsibility for any injury that results.

The Participant understands that his/her participation in the Programs is voluntary and further understands that he/she has the opportunity to inspect the Host’s equipment and location before any participation.

The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of the Host.

I, _____ (parent/legal guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Programs can be reduced by following the rules and through the use of *common sense* and *good judgment*.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the State of Connecticut, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

Parents or Guardians must also sign if the Participant is UNDER 18.

Participant’s Signature: _____

Date: _____

Parent/Guardian Signature: _____

Date: _____

Brownstone Exploration and Discovery Park
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