

ANIMAL ENCOUNTERS
ASSUMPTION of RISK, WAIVER AND RELEASE OF LIABILITY

The Zoo Foundation Inc., d/b/a as the Alabama Gulf Coast Zoo (the “Alabama Gulf Coast Zoo”), offers various special educational programs that include being in physical contact with live animals, including, but not limited to **Lemurs, Kangaroos, Tortoises, Sloths, Birds, and Ambassador and Farm Animals (collectively the “Programs” or “Activity”)**.

PLEASE READ CAREFULLY, COMPLETE, AND SIGN BELOW: In consideration of being able to participate in a “Hands-On” encounter with but not limited to **Lemurs, Kangaroos, Tortoises, Sloths, Birds, and Ambassador and Farm Animals** (for myself, my heirs, representatives, executors, administrators, attorneys, assignees, and successors-in-interest (collectively “Successors”):

1. **I HAVE READ AND UNDERSTAND** the release agreement. I further understand that the terms of this agreement are legally and contractually binding, and are not mere recitals. I certify that I am signing this agreement voluntarily after having read the agreement. By signing below, I represent that I am signing as the parent or guardian, I represent that I am the parent or guardian of the identified individual, that I am signing this on behalf of the minor, and I give my permission and consent to my child’s participation in the below Activity. I further agree that both I and the minor are bound by all the terms of this Release, and both I and the minor are considered “I”, “me,” or “my” in all the clauses of this Release.

2. **I ACKNOWLEDGE AND AGREE** that participating in a “Hands-On” exotic animal encounter (“Activity”) is inherently dangerous and fully realize the dangers of participating in such an Activity involves both known and unknown risks, which may include the risk of physical injury and/or death, and I **FULLY ASSUME** all risks associated with such participation including, by way of example, and not limited to, the following: falls and falling, trips and tripping, struck by, scratched, bitten, entangled, pawed, contact with other participants, natural and manmade hazards, the released parties’ own negligence, weather conditions, other natural causes, limited access to and/or delay of medical attention, actions/inactions of others, including the negligence of others, and the possibility of serious physical and/or mental trauma or injury associated with the Activity. I understand that the description of risks above is not complete and that the activities may be dangerous and include other risks. I understand that these risks are inherent in any special interactive Activity involving live animals of any kind. I voluntarily assume the risk of injury and/or death. I acknowledge that the Zoo has not tried to diminish or minimize my understanding of the risks of injury.

3. **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, PROMISE NOT TO SUE AND AGREE TO INDEMNIFY** The Zoo Foundation, Inc, The Alabama Gulf Coast Zoo, The City of Gulf Shores, and their members, directors, officers, managers, agents, employees, volunteers, attorneys, each of their respective insurance carriers, and independent contractors (collectively, the “Released Parties”) from any and all liability and/or causes of action, claims, damages, (including medical expenses and other costs or fees including attorneys fees) or demands of any nature whatsoever, including, but not limited to, a claim of negligence, negligence per se, premises liability, products liability, and/or breach of warranty which I, my heirs, children, representatives, executors, administrators, attorneys, and assigns may now have, or have in the future against the Released Parties, on account of personal illness, personal injury, property damage, death, or accident of any kind, arising out of or any way related to my (or our) use or participation in the Activity, or travel to and/or from the Activity, whether that participation is supervised or unsupervised, however the injury or damage is caused, including, but not limited to, the negligence of the Released Parties. I agree that because the above representations are contractually binding, should I or my Successors assert a claim in contravention of this Agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the Released Parties in defending such claims.

4. **First Aid and Consent to Treat** I am aware that staff/volunteers may provide support for this Activity, including but not limited to the administration of: first aid, CPR (cardiopulmonary resuscitation), or the use of an AED (automated external defibrillator). I **authorize** any such staff/volunteers to assist my child/ward and/or to provide such assistance as, in the opinion of such person, may be necessary or appropriate. In the event of injury or illness, I **authorize** on behalf of my child/ward, having not attained the age of 19, for Alabama Gulf Coast Zoo to call for medical care and/or transport me, obtain first aid and/or seek medical treatment at the nearest and most adequate facility of Baldwin County, if in the opinion of its personnel such care is needed. I **agree** that I will pay all costs associated with my medical care and related transport, and release, defend, and indemnify the Released Parties for any costs incurred from such medical care and transport, and any claims regarding medical care and/or transport (including claims regarding failure to provide medical care and/or transport).

5. I agree not to distribute or post pictures or videos of others without prior consent.

6. I understand that the Alabama Gulf Coast Zoo is not responsible for any lost, damaged, or stolen items while I am participating in the Activity.

7. I **agree** that this agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any other provision herein as consent to any subsequent waiver of modification. I **agree** that any and all claims against the Released Parties, including claims interpreting or relating the provisions of this Release in any way, shall be governed by Alabama law, and the exclusive jurisdiction of any such claim shall be in the Circuit Court of Baldwin County or the United States District Court for the Southern District of Alabama. I **agree** that this Release is binding to the fullest extent permitted by law. If any provision of this Release is found to be unenforceable, the remaining terms shall remain enforceable.

8. **Photo and Video Release.** By signing below, I hereby **acknowledge** that I may be photographed or videoed while on the Alabama Gulf Coast Zoo premises, and I **agree** that by my entry onto the premises, I am hereby authorizing Alabama Gulf Coast Zoo to use, reproduce, and/or publish photographs and/or video that may pertain to me (or my child/ward, having not attained the age of 19) — including my (or my child/ward) image, likeness and/or voice without compensation. I understand that this material may be used in various publications, public affairs releases, recruitment materials, broadcast public service advertising (PSAs), multimedia exhibits or for other related endeavors. This material may also appear on Alabama Gulf Coast Zoo's or it's project sponsor's Internet Web Page and/or digital social media services.

9. Participant Conduct and Limitations, Acknowledgements, and Consents In addition to the above, by signing below, and in consideration of being able participate in the above Activity, I specifically acknowledge and agree to the following:

1. I am VOLUNTARILY choosing participate in the animal encounter;
2. I acknowledge that I do not have any cold, sore throat, or flu-like symptom if I will be interacting with a primate during my animal encounter.
3. I understand that due to the nature of this activity, the Zoo strongly encourages participants to wear closed-toed shoes.
4. I will not take personal belongings with me into the animal encounter (backpacks, purses, etc), and I will remove any jewelry, watches, and any other loose items such as glasses, sunglasses, hair accessories, etc. if requested to do so by Zoo staff.
5. I will listen to and follow all instructions provided by Alabama Gulf Coast Zoo representatives while participating in the Activity. I have read, understand and accept the rules, regulations, requirements, and dangers of this Activity.
6. I will listen to and wait for specific instructions from animal encounters Zoo staff prior to: approaching and/or entering an animal's exhibit or habitat; approaching or interacting with an animal; and touching and/or feeding an animal.
7. I understand that participation in this Activity has varying effects on individuals based upon their size, age, physical condition, and/or state of health. I further understand that it is my sole responsibility to determine my physical fitness for any activity, including participating in this Activity with live animals. I acknowledge that I am in good physical condition and have no medical or physical limitations such as allergies, fear of animals, etc. and am not under the influence of any controlled substances such as alcohol, marijuana, prescription medication, etc. that would endanger me or others.

Signatures below this line

Participant Printed Name: _____ Birth Date _____ Phone _____
Address: _____
Printed Name of Parent/Guardian: _____
Participant or Parent/Guardian Signature (If under 19, parent or guardian must sign): _____
Emergency Contact Name and Phone Number: _____