

ZOOM AIR DAYTONA BEACH, LLC dba TREETOP TREKKING MIAMI PERMISSION & RELEASE

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF ZOOM AIR DAYTONA BEACH, LLC, AND/OR THEIR OWNERS, AFFILIATES, EMPLOYEES OR AGENTS USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM ZOOM AIR DAYTONA BEACH, LLC, AND/OR THEIR OWNERS, AFFILIATES, EMPLOYEES OR AGENTS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND ZOOM AIR DAYTONA BEACH, LLC, OR ITS OWNERS, AFFILIATES, EMPLOYEES OR AGENTS HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

By my signature below, I acknowledge and agree that:

As parent/guardian of _____ (hereinafter referred to as "my child"), age _____, I have the authority to execute this Permission & Release;

Treetop Trekking Miami courses are unguided, meaning Zoom Air Daytona Beach, LLC staff will not accompany my child on the courses, but will remain on the ground to monitor the activity of the participants, and my child is required to listen carefully to mandatory safety instruction by Zoom Air Daytona Beach, LLC staff and to follow all rules, and if my child proves unwilling or unable to follow the safety rules, Zoom Air Daytona Beach, LLC staff will refuse my child's continuation of the activity, granting no refund of my child's admission fee; I understand the maximum weight to participate is 275 pounds;

In consideration for my child's ability to participate in the activities at Treetop Trekking Miami, I on behalf of my child, and anyone claiming by, through, or under him or her, 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/or their owners, affiliates, employees, or agents (hereinafter collectively referred to as the "Releasees") from and against any claim or cause of action, arising out of or related to any loss, damage or injury, that my child may sustain while participating in the activities at Treetop Trekking Miami, which result from an inherent risk as defined and/or provided for in Florida Statute §744.301. I assume and accept all risk for my child's participation in these activities, including, but not limited to, personal injury, death, and property damage;

I authorize Zoom Air Daytona Beach, LLC to administer all first aid measures my child may need, including to decide to have my child transported to a hospital, all which shall be done at my own expense; I agree that the foregoing Permission & Release 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 Permission & Release is held invalid, the other provisions shall remain in full force and effect;

I have read and voluntarily sign this Permission & Release and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made;

Signature of Parent/Guardian

Printed Name of Parent/Guardian

Date

Emergency Phone Number

Wristband color: _____

Harness No.: _____

Time: _____