CANOPY CLIMBERS, LLC
Tree Climbing Event: TreeCat Rescue Demonstration
Participant Agreement and Photo Release

In consideration of the services of **Canopy Climbers, LLC**, its agents, owners, officers, volunteers, participants, employees, and all other persons, entities, or venues acting in any capacity on their behalf (hereinafter collectively referred to as "Canopy Climbers"), I hereby agree to release, indemnify, and discharge Canopy Climbers, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that Canopy Climbers cannot guarantee the safety or the successful rescue of my animal or pet.

2. I acknowledge that payment is due before rescue services begin and any remittance is payment for attempted rescue services only, regardless of any particular result.

3. I acknowledge that my participation in tree climbing or treetop animal rescue entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, to animals, to pets or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

4. The risks include, among other things: the animal or pet jumps, falls or is dropped from heights or is struck by objects dislodged or thrown from above or below; the hazards of walking on uneven terrain and slips and falls; being struck by objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning and rapid weather changes; the risks of falling out of the tree; the risks of exposure to insect bites; the risk of cold including hypothermia; my own physical condition, and the physical exertion associated with this activity. Canopy Climbers relies upon information provided by participants to determine their physical readiness to engage in recreational tree climbing.

5. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

6. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Canopy Climbers from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Canopy Climbers' equipment or facilities, including any such claims which allege negligent acts or omissions of Canopy Climbers.

7. Should Canopy Climbers, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

8. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I or the animal or pet may have.

9. In the event that I file a lawsuit against Canopy Climbers, I agree to do so solely in the state of Florida, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone or any animal is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Canopy Climbers on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Please print clearly!

Name of participants (please print) _____

Signature of participant or parent/guardian: _____

Address: _____
Street City, State Zip

Phone: _____ Email _____

Date: _____

PHOTO RELEASE

I agree that you may photograph me or my animal or pet while I am participating in any and all tree climbing activities and that you may use the photos an unlimited number of times for unlimited different uses.

I further agree that you may use and license others to use my name and photos and any biographical material concerning me which I may provide, in any and all media and in the promotion, advertising, publicizing and exploitation from this tree climbing activity.

Print name	Signature	Date