THIS IS A LEGAL DOCUMENT. READ CAREFULLY BEFORE SIGNING.
IT WAIVES AND RELEASES CERTAIN OF YOUR LEGAL RIGHTS.

VOLUNTARY RELEASE

ASSUMPTION OF RISK AND WAIVER AGREEMENT

In exchange for the permission granted to me by the Minnesota Zoological Gardens to participate in the program ("Program"), I agree as follows:

1. I understand that my participation in the Program carries with it a **risk of serious bodily injury, death or personal property damage or loss.** This risk may arise, not only from my own acts, omissions or negligence but from acts, omissions or negligence of others, from the terrain and condition of the premises of the Program, or from the condition, adequacy or appropriateness of any equipment used in the Program. I understand that I will be exposed to a range of dangers and risks, including, but not limited to hazards associated with walking near exhibit ledges, walking on wet and slippery surfaces, or sometimes unpredictable contact with Zoo animals. Further, I understand that there may be other risks associated with the Program that I am not now aware of and that cannot be reasonably foreseen. I understand that, if necessary, myself or my child will be transported to the M Health Fairview Ridges Hospital by a local emergency unit for treatment (transportation will be at the expense of the parent). Transportation to an HMO facility other than M Health Fairview Ridges Hospital will be considered in emergencies only when the patient's condition permits.

2. **I expressly and voluntarily assume all risk of injury, death and property damage or loss that may result from my participation in the Program.**

3. On behalf of myself, my personal representatives, heirs, next of kin and anyone who obtains any rights from me, **I hereby waive, release, and discharge** the State of Minnesota and the Minnesota Zoological Gardens, its officers, directors, trustees, agent, and employees and all other persons and firms involved in any way with the Program (the "Released Parties") **from liability for bodily injury, death, property damage or loss** related in any way to my participation in the Program, including any losses caused by the negligence or strict liability of the Released Parties. I am not releasing the Released Parties from liability for any willful or intentional acts.

4. I understand that I am giving up all my claims, which may exist now or may arise in the future against the Released Parties. I also understand that **I am accepting all responsibility for all costs and damages** that I might incur or that might be incurred on my behalf in the event of any injury or accident.

5. For **Horse or Livestock Programs**:
   a. I acknowledge that there are inherent risks associated with a horse or livestock program such as but not limited to;
      i. a horse running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on someone that may result in an injury, harm or death to a person, and
      ii. a horse having unpredictable behavior from such things as sounds, sudden movement, unfamiliar objects, persons or other animals, and
      iii. certain hazards such as surface and subsurface conditions, and
      iv. collisions with other animals, and
      v. the potential of other participants to act in a negligent manner around horses, and
      vi. zoonotic diseases. The potential for contracting a zoonotic disease is greatly reduced by hand washing, and laundering clothes and cleaning footwear worn each day.
   b. I acknowledge that if at any time, I am on or about a horse and feel anything to be unsafe, I will immediately advise Zoo staff of such and if necessary will leave the horse and/or refuse to participate further in the horse program.

6. Even though I may be an employee, volunteer or agent of the Minnesota Zoological Gardens, no oral representations or inducements have been made to me to sign this agreement. If any portion of this agreement is held invalid, it is agreed that the balance thereof shall continue in full force and effect.

- **I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS.**
- **I UNDERSTAND THAT I AM ASSUMING ALL RISKS INHERENT IN PARTICIPATION IN THE PROGRAM.**
- **I VOLUNTARILY STATE MY ACCEPTANCE OF THE ABOVE PROVISIONS.**

IF THE PARTICIPANT IS A MINOR

I am the parent or guardian of the participant. I agree to this Release and Waiver on my own behalf and on behalf of the participant and his or her heirs and assigns.

In my opinion, my child is physically and emotionally able to fully participate in the program at the Zoo. I recognize and acknowledge that participation may involve the risk of accident, personal injury and/or property damage. I consent to my child's participation and assume all these risks. Participating in any activity is an acceptance of some risk of injury that my child is primarily dependent on his/her taking proper care of him/herself.

Accordingly, in consideration of Minnesota Zoo's allowing my child to participate, I hereby release the Minnesota Zoo, its officers, directors, employees, agents and volunteers from any and all claims, causes of action, injuries, damages and liabilities of any nature whatsoever arising out of or relating to participation in the program at the Zoo.

I further understand and attest that the group leader has all necessary medical information. In the event of an emergency, if I cannot be reached, I give permission to the physician, selected by the Minnesota Zoo staff, to secure treatment for my child.

- **I HAVE READ THIS DOCUMENT. I FULLY UNDERSTAND ITS CONTENTS, AND HEREBY ACCEPT ITS PROVISIONS.**
- **I UNDERSTAND THAT I AM ASSUMING ALL RISKS INHERENT IN PARTICIPATION IN THE PROGRAM.**
- **I VOLUNTARILY STATE MY ACCEPTANCE OF THE ABOVE PROVISIONS.**