

APDH, LLC,
a Michigan limited liability company, d/b/a Fort Clarkston

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of APDH, LLC – d/b/a Fort Clarkston, a Michigan limited liability company their agents, owners, officers, affiliates, volunteers, participants, employees, and all other person or entities acting in any capacity on their behalf, I hereby agree to release, indemnify, and discharge Fort Clarkston on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I AM AWARE AND FULLY COMPREHEND THAT USING THE FACILITY AT FORT CLARKSTON CAN RESULT IN INJURIES TO MYSELF, MY CHILDREN, AND/OR ANYONE UTILIZING THE FACILITY. I UNDERSTAND THAT THE RISK OF INJURY INCLUDES, BUT IS IN NO WAY LIMITED TO, FALLING THAT MAY CAUSE PHYSICAL OR EMOTIONAL INJURY, CUTS, BRUISES, BROKEN BONES, PARALYSIS, DEATH, DAMAGE TO MYSELF, TO PROPERTY, TO THIRD PARTIES, OR OTHER RISKS THAT HAVE NOT BEEN MENTIONED HEREIN.

By using the facility I agree that I am doing so with the understanding of that risks of injury and that I agree to fully assume and undertake such risks; which includes risk of injury due to the acts of other patrons whether negligent or intentional. I agree that I assume and undertake those risks on my behalf as well as any child in my care at Fort Clarkston. With that said, I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Fort Clarkston, any of its owners, agents, employees, members, managers, heirs successors or assigns from any injuries to me and/or any child in my care at Fort Clarkston and that there is no misunderstanding regarding this release and hold harmless agreement.

In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense. Furthermore, Fort Clarkston employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's health or abilities or other limitations. Without all the material information, our staff may be unable to give complete warnings or instructions. I expressly agree and promise to accept and knowingly assume all of the risks existing in this activity. My participant in this activity is purely voluntary, and I elect to participate in spite of the risks.

Should Fort Clarkston 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 Fort Clarkston harmless for all such fees and costs. In addition, in the event I cause an injury or accident while engaged in an activity at the premises of Fort Clarkston, either through my actions or my failure to act, then in that event, I agree to indemnify, defend and hold Fort Clarkston harmless from and against any and all liability, claims, demands, suits, counterclaims, third party claims or other matters, regardless of where or how raised, and regardless of whether I dispute my own liability or that of Fort Clarkston for any such claims.

In the event that I file a lawsuit against Fort Clarkston, I agree to do so solely in the state of Michigan, and I further agree that the substantive law of Michigan shall apply in that action without regard to the conflict of law rules of any state. I agree that if any portion of this or unenforceable, the remaining portions shall remain in full force and effect.

**PARENTS OR LEGAL GUARDIANS ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of the below mentioned Minor(s), being permitted by Fort Clarkston to participate in its activities and to use their equipment and facilities, I further agree to indemnify and hold harmless Fort Clarkston from any and all claims which are brought by, or on behalf of Minor(s), and which are in any way connected with such use or participation by Minor(s).

Minor Name _____ Date of Birth _____
Minor Name _____ Date of Birth _____
Minor Name _____ Date of Birth _____
Minor Name _____ Date of Birth _____
Minor Name _____ Date of Birth _____

(Parent/Guardian **INITIALS**)

I further certify that I am the parent or legal guardian of the Minor(s) on this agreement.

I have herby read this entire agreement and understand its contents and I also agree that I have read all the safety precautions provided by Fort Clarkston and further agree that this agreement shall be binding on me, my child or any child in my care including any heirs successors or assigns and I sign this agreement indicating that I am acting in a legal capacity with express permission from each child's parent(s) or guardian(s) that is in my care.

PRINT NAME _____ **PHONE** _____

ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____

HOW DID YOU HEAR ABOUT US? ___ Billboard ___ Birthday Party Attendee ___ Facebook
___ Friends/Family ___ Parade ___ Other _____

EMAIL ADDRESS _____

PARENT DATE OF BIRTH _____

SIGNATURE _____ **DATE** _____

PHOTOGRAPHY / VIDEOGRAPHY

In the event that Fort Clarkston takes photographs, videography, and/or record me and/or any child in my care during my visit to Fort Clarkston, I hereby agree that those photos/videos may be used by Fort Clarkston for the purpose of advertising, exhibitions, publicity, and promotional materials without reservation or limitation.