

## **GLASTONBURY PARKS & RECREATION DEPARTMENT SUMMER TEEN TRIPS**



All trips are open to Glastonbury teens that have completed grades 6-11. **A \$5 refundable deposit is required on the day of the trip and will be returned provided teens meet all required check-ins and deadlines.** Supervision will be provided on the bus by Parks and Recreation Staff. Once at the location, teens will be on his/her own with a buddy. Check-ins will occur periodically to an assigned staff member at a designated location. Supervisory staff will be posted at a designated spot in the event teens should need them. All trips depart from the back parking lot of the Academy Building. Participants will travel and attend trips with Awesome Adventures Teen Camp participants. Register now at the Parks and Recreation Department, on-line at [www.glastonbury-ct.gov](http://www.glastonbury-ct.gov) or by mail! Call (860)652-7679 for more information.

### **Wednesday, June 21, 2017- Lake Compounce**

Departs at 10:00 a.m., returns at 3:00 p.m. Fee: \$41.00 per person which covers the cost of supervision, transportation and regular admission rides.

### **Wednesday, June 28, July 12 and July 26, 2017 - Six Flags - New England**

Departs at 9:00 a.m., returns at 5:00 p.m. Fee: \$51.00 per person which covers the cost of supervision, transportation and regular admission rides. Individuals who have season passes may pay \$16 to cover the cost of supervision and transportation.

### **Thursday, July 6, 2017- Brownstone Park**

Departs at 9:00 a.m., returns at 3:00 p.m. Fee: \$41.00 per person which covers the cost of supervision, transportation and Brownstone Park "Adventure Pass". A completed waiver is required and is attached.

### **Wednesday, July 19, 2017 - Farmington River Tubing**

Departs at 9:00 a.m., returns at 3:00 p.m. Fee: \$36.00 per person which covers the cost of supervision, transportation and tubing. A completed waiver is required and is attached.



[facebook.com/glastonburyparkrec](https://www.facebook.com/glastonburyparkrec)

# BROWNSTONE EXPLORATION & DISCOVERY PARK, LLC

Participant's Name: \_\_\_\_\_ Emergency Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ Emergency Phone #: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Scuba Divers #: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Type of Certification: \_\_\_\_\_  
E-mail address: \_\_\_\_\_ Certifying Agency: \_\_\_\_\_

Add me to the Brownstone Park e-mail list so I can receive news and special offers from the park.

## **ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS & ARBITRATION AGREEMENT**

In consideration of being allowed to use the facilities and participate in programs and events ("Programs) operated by **BROWNSTONE EXPLORATION & DISCOVERY PARK, LLC** (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- a) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the inherent risks of participating in the Programs;
- b) **TO ASSUME ALL RISKS INHERENT IN PARTICIPATING IN THE PROGRAMS;** and
- c) **TO RELEASE** the Host, its owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for any loss, damage, injury, or expense that the Participant (or his/her next of kin) may suffer, arising out of the inherent risks of participation in the Programs, which include, but are not limited to, the instruction received while participating in the Programs.

### **Arbitration**

The Participant hereby agrees to submit any dispute arising from participation in the Programs to arbitration, for the sole purpose of determining whether the alleged injury arises from a risk inherent in the Programs. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the District of Connecticut. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in West Hartford, Connecticut and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. **In the event that the Panel determines the alleged injury arises from a risk inherent in the Participant's participation in the Programs, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from the Host.** In the event that the Panel determines the alleged injury did not arise from a risk inherent in the Programs, the Participant shall proceed to the Superior Court of Connecticut, or if appropriate, the United States District Court, for the District of Connecticut, for a trial *de novo*.

**Photography/Videography Release**

Participant hereby grants to the Host, its representatives, and employees the right to take **photographs and video of Participant** in connection with Participant’s participation in the Programs. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs and video of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

**Personal Responsibility**

**The Participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Programs and that he/she is not participating against medical advice.**

**If helmets are recommended for use while participating in the Programs, and Participant chooses not to wear a helmet, he/she does so at his/her own risk and accepts full responsibility for any injury that results.**

**The Participant understands that his/her participation in the Programs is voluntary and further understands that he/she has the opportunity to inspect the Host’s equipment and location before any participation.**

**The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.**

**If, while participating in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of the Host.**

**I, \_\_\_\_\_ (parent/legal guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Programs can be reduced by following the rules and through the use of *common sense* and *good judgment*.**

To the extent that any portion of this Agreement is deemed to be invalid under the law of the State of Connecticut, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

**I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.**

Parents or Guardians must also sign if the Participant is UNDER 18.

Participant’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Brownstone Exploration and Discovery Park  
161 Brownstone Ave, Portland, CT 06480  
T: 866-860-0208      F: 860-342-5017

**Participants Voluntary Release of Liability and Assumption of Risk Agreement**

**Read Before Signing, This is a legal binding contract.**

North American Canoe Tours, Inc. & Farmington River Tubing

Participants Name (Print) \_\_\_\_\_ Emergency phone # \_\_\_\_\_

Age \_\_\_\_\_ (If under 18 you must have the bottom section signed by your parent/guardian)

**In exchange for being allowed to use the equipment rented from Farmington River Tubing and to participate in any way in the activity of river tubing and its related events, I the undersigned, for myself and my successors or assigns, acknowledge, appreciate, and agree that:**

1. I can swim and I am physically and mentally capable of participating in this activity.
2. Farmington River Tubing is a rental company which rents inner tubes, PFD's, and Transportation. It does not own, control, alter or maintain the river or the surrounding areas including the Satan's Kingdom State Recreation area, the Nepaug State Forest, the Private property along the river, nor the D.O.T. & D.E.P. property located at the take out.
3. The use of the equipment rented from Farmington River tubing, the transportation provided, and the activity of river tubing and its related events is inherently hazardous. By way of example, and not limitation, these hazards include: wet or uneven surfaces, slips, trips, falls, collisions with or entrapment in rocks or trees both above and below the water, equipment failure, vehicle accidents, encounters with wildlife, and weather conditions.
4. The risk of injury from these hazards, both known and unknown, as well as from the use of the equipment, the transportation provided, and the use of the river and its surrounding areas is significant. Including but not limited to; cuts, lacerations, bruises, sprains, strains, dislocations, broken bones, head injuries, drowning, permanent paralysis, or death.
5. I have familiarized myself with the conditions of the river, including its sides and the surrounding areas, and the weather conditions/forecast for the duration of my use of the equipment and my involvement in the activity.
6. I knowingly and freely assume all risks, both known and unknown, related to the use of the equipment, the transportation, or the activity of river tubing and its related events; even if arising from the negligence of the Releasees or others, and assume full responsibility for myself while using the equipment, the transportation, or while participating in the activity of river tubing and its related events.
7. I willingly agree to comply with all written and verbal terms, conditions, warnings, restrictions, and directions given by Farmington River Tubing or others for the use of the equipment, the transportation, and the activity of river tubing and its related events.
8. If I incur any injuries while using the equipment or participating I will immediately notify a Farmington River Tubing representative, fill in and sign an accident form, and seek any necessary medical attention at my own expense.
9. I, for myself and on behalf of successors, my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, hold harmless, and promise not to sue Farmington River Tubing, North American Canoe Tours Inc., its officers, officials, servants, volunteers, agents and or employees, other participants, sponsors, advertisers, promoters, property owners or lessors, public entities, and any other individual that is connected in any manner with the rental of the equipment, the transportation, or the activity and its related events, from any and all claims, demands, losses, and liability arising out of or related to any injury, disability, or death I may suffer, or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.
10. I agree that should I or my successors or assigns assert a claim as a result of my use of the equipment, transportation, or participation in the activity of river tubing and its related events, the claiming party shall be liable for the expenses, including legal fees, incurred by the releasees. The claim shall be submitted to arbitration before the American Arbitration Association, and not by way of civil lawsuit filed in either the state or federal courts. Three arbitrators, including one neutral shall be utilized.
11. Every term and provision of this contract is intended to be severable in whole or in part. If any of them are found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable on me, my successors and assigns.

**I have read this document, fully understand its meaning and intent of same, understand that I am giving up substantial rights by signing it, and sign it voluntarily for the privilege of using the rented equipment, the transportation, and participating in the activity of river tubing and its related events.**

Participants Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Consent and release of Parent or Guardian for minors under 18 yrs old.**

I am the parent or guardian of the minor listed above. I certify that they properly fit into the equipment, that they are able to properly use it, and that they are capable of participating in the activity of river tubing and its related events. I certify that I, as parent/guardian with legal responsibility for this participant, do consent to their use of the equipment and participation in the activity of river tubing and its related events. I agree that the terms of the contract above shall likewise bind me, my child, my heirs, legal representatives, and assigns. I hereby release and shall defend, indemnify and hold harmless Farmington River Tubing and North American Canoe Tours Inc., its officers, officials, servants, volunteers, agents and or employees, other participants, sponsors, advertisers, promoters, property owners or lessors, public entities, and any other individual that is connected in any manner with the rental of the equipment, the transportation, or the activity and its related events from every claim and any liability arising out of my minor's use of the equipment, transportation, or participation in the activity of river tubing and its related events. I further promise not to sue the entities referenced above on my behalf or on behalf of my minor listed above. **I have read this document fully. I fully understand its meaning and intent of same. I understand that I am giving up substantial rights for myself and for my minor listed, and voluntarily sign it for the privilege of allowing my minor to use the rented equipment, the transportation, and to participate in the activity of river tubing and its related events.**

Print name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_