



**PETTING ZOO ENCOUNTER**  
**CONSENT, RELEASE, WAIVER AND INDEMNITY**

**IMPORTANT: PLEASE READ THIS LEGAL DOCUMENT CAREFULLY**

Child/Participant Name: \_\_\_\_\_

Parent/Legal Guardian Name: \_\_\_\_\_

This Consent, Release, Waiver and Indemnity ensures that the parent/legal guardian of the above named child/participant (the "**Participant**") is aware of the risks and hazards present at, and the health and safety concerns related to attending at, The Big Apple Inc.'s petting zoo (the "**Petting Zoo**") located at 262 Orchard Rd, Colborne, Ontario, Canada (the "**Premises**") and participating in the Petting Zoo activities (the "**Petting Zoo Encounter**").

I, the undersigned (referred to as "**I**", "**my**" "**myself**" or the "**Guardian**"), am the parent or legal guardian of the *Participant*, and I have the capacity and authority to grant the consents, waivers, releases and indemnities in this document on my behalf and on behalf of the *Participant*. I/Participant am aware that the *Petting Zoo Encounter* involves certain risks and dangers inherent at a petting zoo and freely accept such risks, dangers and hazards. **I hereby acknowledge, confirm and agree, on behalf of myself and on behalf of the Participant, as follows:**

➤ The *Participant's* and/or the *Guardian's* attendance and participation at the *Petting Zoo Encounter* is voluntary. I consent to the *Participant* attending at *Petting Zoo*, participating in the *Petting Zoo Encounter*, including, interacting with the animals.

➤ The *Participant* is **over the age of five (5) years old**. The *Participant* and the *Guardian* are not immunocompromised persons.

➤ The *Participant's* participation in the *Petting Zoo Encounter* requires payment of the required fee. If the *Guardian* wishes to attend and participate in the *Petting Zoo Encounter* with the *Participant*, the *Guardian* is also required to pay the required fee. Otherwise, the *Participant* will participate in the *Petting Zoo Encounter* without the *Guardian*.

➤ The *Participant* is under the authority of the *Guardian*, whether or not the *Guardian* also pays the required fee and participates in the *Petting Zoo Encounter* with the *Participant*.

➤ If the *Participant* and/or *Guardian* do not show up to the *Petting Zoo Encounter* on the allotted date/timeslot, any tickets purchased will be forfeited, and are non-refundable.

➤ The *Petting Zoo Encounter* involves activities where the *Participant/I* will be in direct contact with animals, including, but not limited to, the opportunity to feed and touch animals (in particular, birds (chicks) and/or goats, or such other animals as may be designated by The Big Apple Inc.).

➤ I/Participant understand that, as with most animals, they may react in an unpredictable way to people, sudden movements, sounds or other animals, that could result in harm or injuries to people. I/Participant understand that the activities that the *Participant* and/or *Guardian* will participate in at the *Petting Zoo* (including, exposure to animals) are inherently dangerous and may cause serious or grievous injuries, including personal injury, illness, bodily injury, damage to personal property and/or death. The *Participant* and the *Guardian* freely accept and fully assume all risks, dangers and hazards in attending at, and participating in, the *Petting Zoo Encounter*.

➤ It is the responsibility of the *Guardian* and the *Participant* to familiarize themselves with the environment, to observe all verbal

and visual warnings, and to abide by the health and safety requirements and rules applicable at the *Petting Zoo* and the *Petting Zoo Encounter*.

➤ If the *Participant* and/or the *Guardian* fail to observe any of The Big Apple Inc.'s conditions or rules established during the course of the *Petting Zoo Encounter*, the *Participant* and the *Guardian* may be asked to leave the *Petting Zoo Encounter* and/or the *Premises*.

➤ I/Participant acknowledge that The Big Apple Inc. has cameras at the *Petting Zoo*. I/Participant hereby consent and authorize that video and/or photographs that include the *Participant's* and/or *Guardian's* image, likeness, sound and actions captured and/or recorded, may be used, published or broadcasted by The Big Apple Inc. for marketing and promotional purposes, without compensation to the *Participant* or *Guardian*.

➤ I/Participant hereby release, indemnify, hold harmless and forever discharge The Big Apple Inc., its affiliates, and its and their respective officers, directors, shareholders, employees, contractors, agents, volunteers, representatives, successors and assigns (the "**Released Parties**") from any and all actions, claims, liabilities and demands for any damages, losses and injuries of every kind, whether known or unknown, in law or equity, that the *Participant* or the *Guardian* ever had, has or may have relating to, arising out of, in connection with, or in consequence of, the *Participant's* and/or the *Guardian's* attendance at, and/or participation in, any activities of the *Petting Zoo Encounter*, the *Petting Zoo* or the *Premises*.

➤ I/Participant hereby irrevocably and unconditionally waive and agree not to sue any of the Released Parties for any loss, damage, claim or demands on account of injury, illness, loss or damage, or as a result of death, whether caused by negligence or otherwise, in connection with the *Participant's* and/or the *Guardian's* participation in, or attendance at, the *Petting Zoo Encounter*, the *Petting Zoo* and/or the *Premises*.

➤ This Consent, Release, Waiver and Indemnity contains the entire agreement and supersedes any prior written or oral agreements concerning the subject matter hereof. The provisions in this document shall continue in full force and effect after the termination of the activities conducted in connection with the *Petting Zoo Encounter*.

I declare that I am the parent or legal guardian of the *Participant*, am at least 18 years of age, and have read and understood the contents of this Consent, Release, Waiver and Indemnity in its entirety. I/Participant agree to be bound by the terms and conditions hereof. I am aware that by signing this document, I am waiving certain legal rights which I, and the *Participant*, and our respective heirs, next of kin, executors, trustees, administrators, or personal representatives may have against The Big Apple Inc., its affiliates, and its and their respective officers, directors, shareholders, employees, contractors, agents, volunteers, representatives, successors and/or assigns. I have signed this Consent, Release, Waiver and Indemnity freely and voluntarily, without inducement, and without coercion, threat, duress or undue influence.

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Date