

### **Visitor's Acknowledgement of Risk**

1. The Concessioner may require guests (*insert required/authorized service description*) to sign a Visitor's Acknowledgement of Risks form.
2. The Service-approved sample Visitor's Acknowledgement of Risks form is provided as Attachment 2 to this Operating Plan.
3. The Concessioner will submit to the Superintendent for approval its proposed Visitor's Acknowledgement of Risks form, if any, within 60 days of the effective date of this Contract and at least 30 days in advance of any proposed changes in the form. If no Visitor's Acknowledgement of Risks form will be used, the Concessioner will advise the Superintendent of this intention within 60 days of the effective date of this Contract.
4. The Concessioner may not request or require guests participating in activities to sign a liability waiver form, insurance disclaimer and/or indemnification agreement.

**EXHIBIT 2:**  
**Sample Acknowledgement of Risk Form**  
**VISITOR'S ACKNOWLEDGEMENT OF RISKS**

In consideration of the services of \_\_\_\_\_ their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereafter collectively referred to as "\_\_\_\_\_") I agree as follows:

Although \_\_\_\_\_ has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, \_\_\_\_\_ has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. \_\_\_\_\_ does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

[enter description of risks]

I am aware that \_\_\_\_\_ entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of \_\_\_\_\_ has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death, or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity. I have carefully read, clearly understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representative, and estate and for all members of my family, including minor children.

\_\_\_\_\_  
Signature Date  
*Signature of Parent of Guardian, if participant is under 18 years of age*

\_\_\_\_\_  
Signature Date