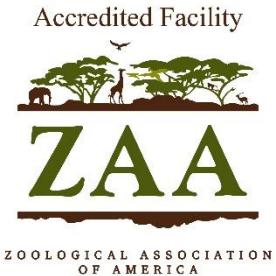




Sloth Encounter Waiver and Release of Liability



Thank you for your support of Mill Mountain Zoo and for choosing to participate in a Sloth Encounter! Please fill out the requested information, read through all the rules, and initial all lines. **This form must be completed and on file before your encounter so that we can all be better prepared for the encounter. If you would like more than one adult in an encounter, we must have two waivers filled out completely.**

(Please Print)

NAME _____
Home Address _____
City _____ State _____ Zip _____
Email _____
Phone _____ Birthdate _____
Are You a Zoo Member? YES NO If yes, Patron ID # _____

If a second person will be participating that is **between the ages of 10 and 17**:

NAME _____
Home Address _____
City _____ State _____ Zip _____
Email _____
Phone _____ Age _____

Sloth Encounter Details

- Price: \$75 per person plus General Admission to the Zoo
- Age Restriction: all participants must be at least 10 years of age at the time of the encounter
- Maximum Number of Participants per Time Slot: 2 adults, 2 children
- Physical Requirements: Must be able to walk up and down stairs, stand for up to 30 minutes, and have the dexterity to hold a feeding instrument.
- Includes: Keeper Chat, Possible Feeding Opportunity, and Photo Opportunity (must bring your own camera)
- Duration of Program: up to 30 minutes
- Availability of Encounters: Tuesdays and Thursdays at 10:00 AM and 3:30 PM

Sloth Encounter Rules

To provide you with the most enjoyable experience, please note the following:

- Maximum of 2 adult and 2 children guests per encounter time slot
- Close-toed shoes must be worn
- No heavy perfume or cologne
- No strollers, large bags or backpacks will be allowed inside the Sloth building
- No unauthorized, fast, or sudden movements
- No shouting or screaming
- Always listen and follow Zookeeper directions

Guest Responsibilities

- Tickets must be purchased at least 2 weeks in advance on the Zoo website.
- General admission into the Zoo must be purchased ahead of time or on the day of before the encounter can begin.
- This Sloth Encounter form must be submitted to the Education Department for scheduling and confirmation.
- Guests should arrive 10 minutes beforehand (9:50 am or 3:20 pm).
 - A ten-minute grace period will be allowed for late guests, resulting in a start time of 10:10 am and 3:40 pm, respectively.
 - If guests do not arrive within the grace period, the encounter will be cancelled. **NO refunds will be issued if a guest misses their Encounter time slot.**
 - The Sloth Encounter includes learning about sloths, feeding the sloth, taking photos, and asking questions. All parts of the encounter are at the discretion of the Zookeeper in charge.
 - Guests must follow all rules and instructions presented to them by the Zookeeper and that are written in the Sloth Encounter Rules and Guidelines on the Zoo's website.

DESIRED SLOTH ENCOUNTER Please check the days and times you will be available to participate in the Sloth Encounter

Tuesday

Thursday

10:00 AM

3:30 PM

Please list some dates over the next 2 months that you are available:

I UNDERSTAND THAT:

- a. I hereby release and agree to hold harmless from liability any person or organization that provides information. I also agree to hold harmless the Mill Mountain Zoo, employees, and volunteers thereof.
- b. In signing this document, I have read the attached information provided within this document. I agree to adhere to the rules and regulations of the Mill Mountain Zoo. I affirm that the information I have given on this form is true and correct.

Signature _____ Date _____

If you are under the age of 18, please provide the Parent/Guardian information below:

NAME _____

Home Address _____

City _____ State _____ Zip _____

Email _____

Phone _____

Are You a Zoo Member? YES NO If yes, Patron ID # _____

Please Read and Initial

In exchange for and in consideration of being allowed to enter the Mill Mountain Zoo's property to participate in a Sloth Encounter, I acknowledge and agree to the following:

- _____ I am only to take part in duties for which I have been instructed and will only enter areas I have been given clear permission to be in.
- _____ I will only enter restricted areas accompanied by a staff member that has given clear permission for me to do so.
- _____ I will not attempt to touch an animal.
- _____ I will not smoke or vape on zoo grounds.
- _____ I will not be under the influence of alcohol or illegal drugs.
- _____ I understand the risks and dangers involved with being in close proximity or contact with the Sloth at Mill Mountain Zoo, in the heat, cold, and mountainous terrain, and I expressly assume the risk of injury or death, whether foreseen or unforeseen.
- _____ I hereby release and hold harmless the Mill Mountain Zoo and all its officers, agents, and employees from any and all claims, demands, and liabilities to me on account of any and all injuries, losses, and damages to my person or property, or death arising out of or related to participation in its volunteer opportunities.
- _____ I give my consent to Mill Mountain Zoo to photograph, film, or otherwise record my appearance, voice, statements, and activities, and for use, in whole or in part, by Mill Mountain Zoo without restriction or limitation in and/or through any and all media formats now existing, or hereafter developed. Mill Mountain Zoo, in its sole discretion, may identify me by name in connection with the use of my image and the promotion and advertising of the same.

I, _____, hereby agree to the foregoing.

Signature _____ Date _____

Zoo Staff Supervisor Signature _____ Date _____
 Education Supervisor General Curator

Release of Liability

Read Carefully – This Affects Your Legal Rights

In exchange for participation in a Sloth Encounter at Mill Mountain Zoo, organized by Blue Ridge Zoological Society of Virginia, Inc. d/b/a Mill Mountain Zoo, of Mill Mountain Spur, Post Office Box 8159, Roanoke, Virginia 24014, I, _____, of (Address) _____, acknowledge that I have voluntarily applied to participate in the Sloth Encounter at Mill Mountain Zoo and agree for myself and for the members of my family, to the following:.

- 1. Agreement To Follow Directions.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Blue Ridge Zoological Society of Virginia, Inc. d/b/a Mill Mountain Zoo, or the employees, representatives, or agents of Blue Ridge Zoological Society of Virginia, Inc. d/b/a Mill Mountain Zoo.
- 2. Assumption of the Risks and Release.** I understand that my participation involves being around live animals, engaging in physical activities, and being present in an outdoor environment that may pose inherent risks, including but not limited to injury, illness, death or property damage.
- 3. Indemnification.** By signing below, I hereby release, waive, and discharge Blue Ridge Zoological Society of Virginia, Inc. d/b/a Mill Mountain Zoo, its officers, directors, employees, agents, and affiliates (collectively, "Released Parties") from any and all liability, claims, demands, actions, or causes of action arising out of or related to any injury, illness, loss, or damage I may suffer while participating in the Sloth Encounter, whether caused by negligence or otherwise.
- 4. Fees.** I agree to pay for all damages to the facilities of Blue Ridge Zoological Society, Inc. d/b/a Mill Mountain Zoo caused by negligent, reckless, or willful actions by me.
- 5. Applicable Law.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Virginia law.
- 6. No Duress.** I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I desire. I further acknowledge that I have had the opportunity to ask questions regarding this Release of Liability and the associated volunteer agreement and that I sign this document knowingly and voluntarily.
- 7. Incorporation of Encounter Registration.** Furthermore, I understand and agree that this Release of Liability expressly incorporates and includes all sections of the Sloth Encounter registration where I have initialed, acknowledging my understanding of and agreement to the terms outlined therein. By signing this document, I affirm that I have read, understood, and voluntarily agreed to all such statements in the application, including but not limited to policies on safety, conduct, confidentiality, and commitment expectations.

8. **Enforceability.** The invalidity or unenforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or of any other applications of such provision, as the case may be. Such invalid or unenforceable provision shall be deemed not to be a part of this agreement.
9. **Dispute Resolution.** The parties will attempt to resolve any dispute arising out of or relating to this agreement through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure:

Any controversies or disputes arising out of or relating to this agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

10. **Emergency Contact.** In case of an emergency, please call:

Name: _____ Relationship: _____
Phone #: _____ Alt. Phone #: _____

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Signature _____ Date _____

*Please return this Application and Release of Liability to: **Education Supervisor** via email to education@mmzoo.org or via U.S. Mail to:*

**Mill Mountain Zoo
Attn: Education Supervisor
Post Office Box 8159
Roanoke, Virginia 24014**

Please allow 3-4 weeks for processing if sent via email; longer processing times can be expected if sent via U.S. Mail. Please direct any questions to (540) 343-3241, Option 3 (Education).

FOR OFFICE USE ONLY:

Approved for Sloth Encounter by Education Supervisor Date _____
 General Curator Date _____

Date & Time of Sloth Encounter: _____ 10:00 AM 3:30 PM
Confirmation Sent: [date] _____
(please staple confirmation to this paperwork)

Patron ID # _____