

PARTICIPANT'S NAME: \_\_\_\_\_  
(PRINT NAME)

## **RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION, AND ARBITRATION AGREEMENT**

**Notice**--By signing this document you may be waiving certain legal rights, including the right to sue.

### **Release and Waiver of Claims; Indemnification Agreement**

In consideration of being allowed to use the facilities and participate in programs and events ("Programs") at Valley Zipline Tours, LLC (the "Host"). The Participant, and 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:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant's participation in the Programs or the use of any equipment provided by the Host ("Equipment"). The Participant and his/her Parents or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and officers to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct;
- 2) **TO ASSUME ALL RISKS** of participating in the Programs and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents and officers. The Participant and his/her Parents or legal guardian(s) understand that there are inherent risks of participating in the Programs and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in Programs and use of the Equipment, including while receiving instruction and/or training; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in Programs and use of the Equipment.

### **Arbitration**

The Participant and the Participant's parent(s) or legal guardian(s), if Participant is a minor, hereby agrees to submit any dispute arising from the participation in the Programs to binding arbitration. Submission shall be unlimited. 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. The neutral arbitrator shall be an officer or director of any entity that operates a Zip Line Tour & Associated Activities in the United States. 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 the Town of Lancaster, OH Justice Court, or the County of State Supreme Court in Fairfield County OH, utilizing the selection criteria for the neutral as set forth above. 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 the county and state in which the Programs occurred 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. As a threshold matter, the Panel shall confirm whether the Waiver and Release contained in the Agreement are enforceable under applicable law.

**Photograph/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 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 thorough 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  
Print Name

**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 the Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

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

Participant's Signature: \_\_\_\_\_

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

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

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



**Instructions:**

- PLEASE PRINT
- LEAVE NO LINE BLANK
- LIST EACH PARTICIPANT'S INFORMATION INDIVIDUALLY
- SIGNATURES ARE REQUIRED WHERE INDICATED

I am aware of the inherent and other risks associated with zip activities and I understand that by participating in the Valley Zipline Tours, LLC, I assume full responsibility for and risk of bodily injury, death, of property damage or loss. I expressly agree that this release, waiver and indemnity agreement is intended to be as broad and inclusive as possible. I understand that I may choose not to participate in the Valley Zipline Tours, LLC course; in such case, prior to beginning the course, I will immediately notify the staff of my decision and I will receive a full refund. I have read this release of liability agreement and I understand that I am giving up legal rights by signing it, and I am freely and voluntarily signing it without any inducement.

**Parent or Guardian must sign the section below for a participant if under 18 years of age:**

I am the Parent/Guardian of the minor participant named above and I have read, understand and completed this agreement on the minor participant's behalf. I have discussed the inherent and other risks of the Zipline Tour activities with the minor participant and he/she has confirmed a desire to participate in this program, which I have agreed to accommodate. I acknowledge that I, or my designee, 18 years or over, are required to actively participate in this activity if the participant on whose behalf I sign is less than 18 years old. I understand that I am solely responsible for the child's behavior in this activity, and any loss they may suffer, and I agree that both I, or my designee, and the child may be removed from the course if either one of us fail to comply with the terms of this agreement, participation requirements and/or guide's instructions.

**ADULTS**

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight : \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Medical Conditions: \_\_\_\_\_  
**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight : \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Medical Conditions: \_\_\_\_\_  
**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**MINORS**

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight : \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Medical Conditions: \_\_\_\_\_  
**Parent or Guardian's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Minor's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Relationship: \_\_\_\_\_ Attached copy of driver's license if not present: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight : \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Medical Conditions: \_\_\_\_\_  
**Parent or Guardian's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Minor's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Relationship: \_\_\_\_\_ Attached copy of driver's license if not present: \_\_\_\_\_

Please check if you do not wish to receive e-mail from Valley Zipline Tours,