

**Office Use Only:**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Adults: \_\_\_\_\_ Kids: \_\_\_\_\_ Total Group # \_\_\_\_\_

Guides: \_\_\_\_\_ Rockwall: \_\_\_\_\_ Go Pro / Iphone: \_\_\_\_\_

## **Indiana Zipline Tours, Inc**

### **Participant Agreement, Release and Acknowledgement of Risk Form**

*Please read and be certain you understand the implications of signing*

#### **Express Assumption of Risk Associated with Indiana Zipline Tours, Inc. Activities:**

I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as ziplining, rockwall climbing, and/or human gyroscope including the rental and use of equipment and transportation associated therewith of which I am about to engage in. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment
3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia and encountering objects either natural or man-made causing injury and/or death.
4. My own negligence and/or negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, trails or route location.
5. Attack by or encounter with insects, reptiles and/or animals.
6. Accidents or illness occurring in remote places where there are no available medical facilities.
7. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
8. I am in good health and in proper physical condition.
9. I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in this activity and I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in such activity.
10. I have personal accident insurance to cover such activity.

\* I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

#### **Indiana Law Pertaining to Agritourism**

Under Indiana law, an agritourism provider is not liable for an injury to, or the death of, a participant in agritourism activities at this location if the death or injury results from the inherent risks of agritourism activity. Inherent risks of agritourism activities include risks of injury inherent to land, equipment, and animals as well as the potential for you to act in a negligent manner that may contribute to your injury or death, or for other participants to act in a manner that may cause you injury or cause your death. You are assuming the risk of participating in this agritourism activity.

#### **Release of Liability, Waiver of Claims and Indemnify Agreement**

\* In consideration for being permitted to participate in the activity described above and related activities, I hereby agree, acknowledge, and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, THE FOLLOWING NAMED PERSONS OR ENTITIES, herein referred to as RELEASEES.  
\*Indiana Zipline Tours, Inc. / William L. Hallett II and Corinna S. Hallett
2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. I am aware that the releasees require strict adherence to its standards of safety and conduct. I agree to fully abide by these standards or to accept dismissal for refusing to adhere to them. I hereby grant the releasees to take and use photographs, video, film and other images of me participating in or observing the activities. I waive my right of privacy, publicity, compensation, copyright or other rights to those images and I consent to the releasees using those images for any purposes.
4. I understand and agree that: (a) participating in this activity involves physical exertion; (b) I represent and warrant that I am in sufficient good health to participate in this activity; (c) I represent and warrant that I do not have any pre-

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existing physical or medical condition, including, without limitation, pregnancy, orthopedic problems, including back problems, heart problems, and/or breathing problems, that might be impacted or worsened by my participation in this activity; (d) I fully understand the released person's lack of knowledge of my medical and physical condition which may or may not result in an injury to myself or other persons, and voluntarily assume the risk associated with my own medical and physical conditions; and (e) I will not participate in this activity while under the use of any drugs, alcohol or medications that may impair my physical abilities or judgement.

5. This release shall be binding to the fullest extent permitted by law. If any provision of the release is found to be unenforceable, the remaining terms shall be enforceable.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERM, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

**FOR PARTICIPANTS OF MINORITY AGE:** This is to certify that I, as Parent, Guardian, Temporary Guardian, with legal responsibility for this /these participants, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these activities and programs for myself, my heirs, assigns and next of kin. I am solely responsible for determining if I or my minor child is physically fit and/or skilled for this activity contemplated by this agreement.

<b>Adult Participant #1 Name (Printed)</b> _____	<b>Office Use Only:</b> Weight: _____ Weight: _____
<b>Adult Participant #2 Name (Printed):</b> _____	
<b>Adult Participant #3 Name (Printed):</b> _____	
Address: _____	
City: _____ State: _____ Zip Code: _____	
Phone: (_____) _____	
Email: _____	
Emergency Contact: _____ Phone#: _____	

Signature of parent or legal guardian if participant is a minor, and by their signature, they release all claims both they and I have.

<b><u>CHILD(REN) / MINOR</u></b>		
Name: _____	Age: _____	<b>Office Use Only:</b> Weight: _____ Weight: _____ Weight: _____ Weight: _____
Name: _____	Age: _____	
Name: _____	Age: _____	
Name: _____	Age: _____	