

CAPTAIN ZIPLINE ADVENTURE TOURS

RELEASE OF LIABILITY FOR NEGLIGENCE, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing

I. Express Assumption of Risk Associated with Zip Lining

I, _____,

(Please print First Name, Middle Name and Last Name of participant)

am aware that Captain Zipline Adventure Tours provides **RECREATIONAL** services. My participation in Captain Zipline Adventure Tours involves **RECREATIONAL** activities including, but not limited to: walking approximately 100 yards on uphill slopes and uneven terrain; walking or standing on loose gravel and uneven terrain; climbing; standing or walking near unguarded slopes and steep cliffs; swinging with the use of cables, harnesses, and ropes at heights up to 150 feet above the ground; moving and landing at high speeds with the use of cables, ropes, and harnesses; and traveling by vehicle on paved roads and on unpaved rough, dirt roads to and from the premises of Captain Zipline Adventure Tours, either in my own vehicle or in a vehicle provided by Captain Zipline Adventure Tours. **I AM AWARE THAT THESE ACTIVITIES MAY BE DANGEROUS, AND THAT PARTICIPATION IN THESE DANGEROUS ACTIVITIES CAN RESULT IN PROPERTY DAMAGE, SERIOUS INJURY OR DEATH.**

I have been full informed of the inherent hazards and risks associated with my participation in Captain Zipline Adventure Tours. These hazards and risks include, **but are not limited to** the following:

(Please read carefully. After reading, initial in the space provided.)

1. _____ Equipment used by me or others could fail or malfunction;
2. _____ I could fall while walking, standing, or using ziplining equipment;
3. _____ My clothing, hair, or hands could become caught in zipline equipment or cables; I could injure my hands by grabbing the zipline cable;
4. _____ While using zipline equipment, I could suffer injuries while landing by colliding with the ground, a support column, another participant, or a Guide, or in some other fashion;
5. _____ This activity takes place outdoors and therefore I will be exposed to risks associated with exposure to elements, including sun, wind, rain, or snow, lightening, excessive heat, hypothermia, and encountering objects either natural or manmade;
6. _____ As a result of my own negligence, or the negligence of the my Guides, of Captain Zipline Adventure Tours, or of other participants, I may fall and/or suffer serious injury or death;
7. _____ Guides, and Captain Zipline Adventure Tours, may negligently misjudge weather or terrain, or the expertise or comfort level of participants; Guides, and Captain Zipline Adventure Tours, may improperly or negligently use, adjust, or check harnesses, cables, ropes, or other equipment; Guides, and Captain Zipline Adventure Tours, may improperly or negligently fail to provide adequate supervision of participants, or adequate training for participants; Guides, and Captain Zipline Adventure Tours, may improperly or negligently operate a motor vehicle in which I am an occupant;
8. _____ I will travel on paved roads and on rough, unpaved dirt roads to and from the premises of Captain Zipline Adventure Tours, in my own vehicle or in a vehicle provided by Captain Zipline Adventure Tours;
9. _____ I may encounter adverse plants, insects, reptiles, deer, and other animals;
10. _____ While participating in Captain Zipline Adventure Tours, I will be in a remote location where there are no available medical facilities;
11. _____ I or others may suffer from dehydration, heat, fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

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

Do you have any health issues that may affect your ability to participate in Captain Zipline Adventure Tours?

_____ No _____ Yes

(If yes, please explain below)

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II. Release of Liability for Negligence, Waiver of Claims, and Indemnity Agreement

In consideration for being permitted to participate in the activities 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 PROPERTY DAMAGE, INJURY, DISABILITY, DEATH, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as Releasees: Captain Zipline Adventure Tours, LLC and its employees, subcontractors, agents, and Guides;

2. I understand that Guides (“the Guides”) will accompany me while I participate in Captain Zipline Adventure Tours and will direct and assist me and other participants in our activities. I further understand that the Guides may not be employees or contractors of Captain Zipline Adventure Tours, LLC. I HEREBY RELEASE THE GUIDES AND HOLD THEM HARMLESS FROM ANY AND ALL LIABILITY OF ANY KIND FOR PROPERTY DAMAGE, INJURY, OR DEATH arising from my participation in Captain Zipline Adventure Tours, whether caused by NEGLIGENCE OR OTHERWISE;

3. I, on behalf of myself and my estate, heirs, successors, survivors, assigns, guardians, agents, and personal representatives, hereby agree and warrant that: a) I waive any and all claims against the Guides and other Releasees; b) I will not sue or assert any claim or cause of action, whether before a court of law or otherwise, against the Guides and other Releasees; c) I will defend, indemnify, and hold harmless the Guides and other Releasees for injuries, death, or property damage caused by or related to my participation in Captain Zipline Adventure Tours whether caused by active or passive negligence of the Guides and other Releasees or otherwise; d) if I take legal or other action that is contrary to the terms of this Release, I will be responsible for the payment of all attorney fees and costs incurred by the Guides and other Releasees; e) I agree that if I bring legal action of any kind arising out of my participation in Captain Zipline Adventure Tours, I will bring such legal action only in courts in the State of Colorado. I agree that Colorado courts shall have exclusive jurisdiction over any such legal action, and I hereby waive my right to bring any such legal action in courts or bodies in any other State or jurisdiction.

By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Guides or other Releasees, other than what is set forth in this Agreement.

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

I HAVE READ THIS RELEASE OF LIABILITY FOR NEGLIGENCE, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Adult Participant

DATE

(PRINT) Name of Adult Participant

By signing below, I give permission for Captain Zipline Adventure Tours, LLC to use any photos on my zipline tour.

Signature and Date

(PRINT) Address of Adult

(PRINT) City State Zip code

(_____)_____
(PRINT) Phone number

E-mail_____
(PRINT)