

ROGUE VALLEY ZIPLINE ADVENTURES LLC
ACKNOWLEDGMENT OF RISK, ACCEPTANCE OF RESPONSIBILITY
AND RELEASE AGREEMENT

This Agreement entered into by and between the Participant identified below (hereinafter "Participant"), or Participant's legal guardian, as the case may be, and ROGUE VALLEY ZIPLINE ADVENTURES LLC, an Oregon limited liability company (hereinafter "RVZA"). Participant or Participant's legal guardian should initial next to each Section of this Agreement, and sign the Agreement on the signature line at the end. This Agreement must be signed by Participant's legal guardian if Participant is under the age of 18 or otherwise lacks legal capacity to enter into this Agreement. If Participant's legal guardian is signing this Agreement on behalf of Participant, the guardian should discuss each section with Participant prior to initialing and signing.

Acknowledgment of Risks

(Initial) _____

Participant understands and agrees that participation in the activities offered by RVZA, including but not limited to ziplines (which descend an elevated wire at high speeds) and swings, is physically demanding and may involve foreseeable and unforeseeable risks and hazardous activity which may be dangerous and involve the risk of severe injury, permanent disability and/or death, and/or property damage to Participant or bystanders. Such risks include, but are not limited to: physical maneuvering such as bending, twisting, lifting, climbing, and swinging; increased heart and breathing rates; equipment malfunctions and/or human error resulting in slipping and/or falling from heights, excessive speeds, striking objects (both natural and man-made) and/or other persons at high speeds, and the trapping of persons and/or body parts; dizziness, nausea and fatigue; exposure to adverse weather and environmental conditions; exposure to poison oak, wild animals, insects, snakes, reptiles, and similar hazards; and car accidents, tripping or other injuries resulting from traveling on the trails and/or roads to and from the activities. Participant acknowledges that while RVZA will make every reasonable effort to minimize exposure to known risks, it cannot eliminate all risks, whether foreseeable or unforeseeable.

Participant understands and acknowledges that RVZA is not an insurer of Participant's behavior, actions or participation in any activity offered by RVZA, and that RVZA assumes no liability whatsoever for personal injuries, up to and including death, or property damage to Participant or to third persons arising out of Participant's participation in any such activities.

Assumption of Risks, Release of Claims, and Duty to Indemnify

(Initial) _____

Participant freely and voluntarily desires to participate in the activities offered by RVZA with knowledge of the risks involved and hereby agrees to assume and accept any and all risk of injury, death, or other damage or loss from such participation.

In consideration of the benefit conferred upon Participant by Participant's voluntary participation in the activities offered by RVZA, Participant, or Participant's legal guardian as the case may be, hereby agrees to release, waive, covenant not to sue, indemnify and hold harmless RVZA, along with its members, managers, employees, agents, and each and every landowner upon whose property the activities offered by RVZA are conducted, all of such parties being hereby collectively referred to as "the Released Parties", from any and all liability, claims (including but not limited to claims for attorneys fees), demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant, or loss or damage to any property belonging to Participant arising out of or related to participation in the activity, **including but not limited to any such loss, damage or injury that may arise as a result of the negligence of the Released Parties**. Further, Participant, or Participant's legal guardian as the case may be, agrees to indemnify and hold the Released Parties free and harmless from any and all liability, losses, damages, costs, expenses (including but not limited to attorneys fees), claims, actions, demands and injury of whatever nature caused to third parties, whether to

person or to property, by Participant's negligent or intentional acts or omissions while participating in any activities offered by RVZA.

Participant understands that Participant is responsible for following the safety guidelines established by RVZA and for exercising caution and common sense at all times to avoid injury. Participant certifies that Participant is in good health and has no physical condition that would prevent participation in the activities offered by RVZA. Participant consents to emergency medical treatment for Participant in the event such treatment is required, authorizes RVZA personnel and/or emergency personnel to treat Participant if they deem it medically necessary for Participant's health or well-being, and agrees that Participant is solely responsible for any medical expenses arising from any such treatment.

Rules of Participation

(Initial) _____

Participant agrees to comply with RVZA's rules, standards and instructions for participation in the activities, including but not limited to rules concerning height and weight restrictions, health restrictions, clothing, jewelry and hair restrictions, and equipment requirements. Participant agrees that RVZA shall have the right to enforce appropriate standards of conduct, and that it may at any time terminate Participant's participation in the activity for failure to maintain these standards or for any conduct of Participant which RVZA considers to be incompatible with the interest, harmony, comfort, and welfare of other participants. If participation is terminated, Participant shall not be entitled to any refund of fees paid to RVZA.

Participant agrees that photographs, pictures, slides, movies, video, audio or other media coverage of Participant may be taken during the activity without compensation by RVZA, and Participant hereby consents to the use of such material by RVZA and its agents for any legal purpose.

Scope of Release

(Initial) _____

Participant, or Participant's legal guardian as the case may be, has carefully read these terms and understands their content and is aware that this Agreement constitutes a release of liability and a contract between Participant or Participant's legal guardian as the case may be, and that this Agreement shall bind Participant and Participant's personal representatives, heirs, and next of kin. This Agreement shall be governed by Oregon law. Participant, or Participant's legal guardian as the case may be, acknowledges and agrees that the release of liability set forth in this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Oregon and that if any portion hereof is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect and, to the extent possible, the invalid or unenforceable portion shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable portion. If this Agreement is being signed by Participant's legal guardian, by signing this Agreement the guardian represents and warrants to RVZA that the guardian has the authority to enter into this Agreement on behalf of Participant. This Agreement may not be modified other than in writing signed by all parties to this Agreement.

Signature of Participant

Date

Printed Name

Signature of Participant's Legal Guardian

Date

Printed Name

Rogue Valley ZipLine Adventures LLC

Guest Information Sheet

Name: _____ Phone _____

1. Age: _____ (18 or older please skip additional age questions)

- Has parent went over information on release form with minor and does minor understand the need to respect all safety precautions and situations pertaining to ZipLining and hiking? _____ (*All guest must always follow tour guides safety instructions*).
- Does parent vouch for their child's ability to follow instructions given to them and understand that at any point they feel that they or their child is in any danger they can report to RV ZipLine staff immediately?

2. Do you agree to follow all park safety instructions at **all** times? _____

3. Do you understand we can't guarantee a tours specific ending time? _____

4. Do you understand that this tour is on a private park accessed strictly by shuttle van and authorities will be notified of trespassing? (*Neighborhood watch in full affect*) _____

*Medical Information

5. My **weight** is: _____

6. Are you **allergic to Bees or peanuts**? _____, if yes please let guide know immediately!

7. **Are you free of any medical conditions** that could limit you or cause harm by ziplining or hiking, including but not limited to: heart problems, neck or back injuries, seizures, asthma, severe anxiety, depression, extreme fear of heights? _____

- If you said no to the above question, do you have your doctor's approval to proceed with zipline tour?

8. **Emergency contacts:**

Name _____ # _____ Relationship _____

Name: _____ # _____ Relationship _____

Guest Signature: _____ **Date** _____

Parent or guardian: _____ **Date** _____

----- ***RV ZipLine Staff Check List*** -----

_____ Is waiver and guest info sheet completely filled out, signed and stapled together?

_____ If guest is under 18 are both forms filled out and signed by Parent or legal guardian!

_____ Is guest within Weight rage (65lbs-275lbs)