



VOLUNTARY PARTICIPATION AGREEMENT and RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

PLEASE READ IT VERY CAREFULLY AND UNDERSTAND IT BEFORE INITIALING OR SIGNING IT.

Parents/Legal Guardians should initial on behalf of participating Minors after discussing each section with them, indicating that both the Minor and the Parent/Legal Guardian agree to each section.

CUSTOMER NAME (Print): _____ If under 18, Name of Guardian: _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
PHONE #: _____ AGE: _____ DATE OF BIRTH: _____ I.D.# _____

I, the above-named person, being above the age of eighteen (18), or the legal guardian of the above-named person who is under the age of eighteen (18) (hereinafter referred to as "Minor") on behalf of myself, next of kin, heirs, guardians, assigns, personal representatives and estate and in consideration of the opportunity to participate in a Zip line experience with Zip Nac do hereby acknowledge, promise, agree and covenant with Zip Nac/Zip Inn and Pop Images, their respective staff, affiliated companies, owners, officer agents, members volunteers, employees, other participants, and owners and lessees of the Premises on which the Activity is conducted, (collectively hereinafter referred to as the "RELEASEES") as follows:

ACTIVITY DESCRIPTION: Participation in the Zip Nac TOUR (the "Activity") involves sliding down a suspended cable over significant heights and uneven terrain from platform to platform using safety harnesses and pulleys suspended on a metal cable using a trolley. During the Activity, participants will be required to walk across a sky bridge, stairs and platforms. **I have read this section, and initial to show that I understand and agree: _____ X**

ACKNOWLEDGMENT OF RISKS: I fully understand and acknowledge that: (a) the Activity I have voluntarily chosen to participate in involves risks and dangers of serious bodily injury including but not limited to permanent disability, paralysis, and death ("Risks"); (b) there are risks, hazards and dangerous conditions inherent in the Activity that I am about to engage in voluntarily, including but not limited to: falling from platforms, cables and other structures, equipment malfunction including breakage of cables, tethers, pulleys and harnesses, collision with stationary objects, insects, and inclement weather and my participation in the "Activity" may result in injury, death, illness or disease, physical or mental, or damage to my person and property and that no amount of care, caution, instruction or expertise can eliminate this inherent danger. I understand and acknowledge accidents including but not limited to, scrapes, bruises, and rope/harness burns can and sometimes do occur during the Activity; (c) during the Activity I may experience fatigue, extreme heat and/or dizziness, which may diminish my reaction time and that of others and may therefore increase the risk of accident; (d) changing weather, rain and/or other conditions, branches falling from trees, slippery decks and stairs which I will be walking and/or traveling, my own inability to properly participate in the Activity or to follow rules and directions concerning the Activity and unforeseeable events may all contribute to the chances of accident, injury or death; (e) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of other participating in the Activity or the conditions in which the Activity takes place; (f) the description of these Risks is not complete and that there may be OTHER RISKS or SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time.
I have read this section, and initial to show that I understand and agree: _____ X

ACCEPTANCE OF RISK AND RESPONSIBILITY: Being aware that this Activity entails risks of injury, I agree, covenant and promise, by my choice to accept and assume all responsibility and risk for myself, or for the Minor for whom I sign, for bodily injury, death, illness, disease or damages incurred, whether such Risks are identified herein or are not specified, as a result of my participation in the Activity. My participation in this Activity is entirely voluntary and I elect to participate in spite of the risks. **I have read this section, and initial to show that I understand and agree: _____ X**

WARRANTIES: I hereby agree, represent and warrant that: (a) to the best of my knowledge, I am not pregnant.; (b) I understand the nature of the Activity and I am, or the minor for whom I sign, physically and mentally capable of participating in the Activity; (c) neither I, nor the minor for whom I sign, have a pre-existing medical condition that could be aggravated by participating in the Activity or aware of any medical conditions that could affect participant safety while participating in the Activity. **I have read this section, and initial to show that I understand and agree: _____ X**

RELEASE AND INDEMNIFICATION: I voluntarily release and forever discharge the Releasees from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation, or that of the Minor, in this Activity, including specifically, but not limited to, the negligent acts or omissions of the Releasees, for any and all injury, death, illness, or disease, and damage to my person and property. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, 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 Activity 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 Activity. I am aware 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. 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 section, and initial to show that I understand and agree: _____ X

PHOTOGRAPHIC RELEASE: I hereby grant the Releasees to take and use photographs, video, film and other images of me participating in or observing the Activity. I waive my right of privacy, publicity, and compensation, copyright and authorize the use of such material by Zip Nac for its purposes.
I have read this section, and initial to show that I understand and agree _____ X

My signature below indicates that I have carefully and thoroughly read this entire document or had it explained to me if I do not read or speak English, and that I understand it completely and agree to be bound by its terms.

X _____
Signature of Participant/Guardian Date Minor (if applicable) Zip Nac Representative



Guides _____

PARTICIPANT REQUIREMENTS

- *You must weigh at least 60 pounds and not more than 275 pounds.
- *Under the age of 18 must have a parent/legal guardian sign the VOLUNTARY PARTICIPATION/RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
(If form is not signed in the presence of a Zip Nac representative parent must attach a copy of driver's license along with the signed waiver)
- *You must wear sturdy, closed-toe shoes with an ankle strap or enclosed heel.

ATTIRE AND PREPARATION REQUIREMENTS

- *Please wear comfortable clothing that protects your torso from rubbing caused by the harnesses.
- *Please remove loose or dangling jewelry and body piercings.
- *Please TIE BACK AND SECURE LONG HAIR.
- *Please remove all valuables including rings, necklaces, bracelets and personal electronics.
- *Cameras are welcome on the tour; however you are solely responsible for transport and condition.

MEDICAL CONDITIONS

You cannot participate in the Zipline Tour if you are:

- *Pregnant or think you may be pregnant.
- *Under the influence of alcohol, illegal drugs, or legal drugs that impair you in any way.

Would you like us to contact you regarding Zip Nac promotions and events?

Email address _____

Facebook _____

Twitter _____

My signature below indicates that I understand the participation, attire and preparation and medical condition requirements for Zip Nac.

X _____
Signature of Participant/Guardian

Date

Minor (if applicable)