

Zipline Utah



WAIVER & RELEASE OF LIABILITY FORM PARTICIPANT USER AGREEMENT

This waiver is a legal document, PLEASE READ CAREFULLY.

In consideration of Zipline Utah, LLC furnishing services and/or equipment to enable me to participate in activities associated with or enter upon the lands of Zipline Utah, LLC, their agents, owners, associates, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Zipline Utah"). I hereby voluntarily agree to release, indemnify, discharge, hold harmless, and covenant not to sue Zipline Utah, on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and/or estate for any and all claims of liability arising out of their negligence, recklessness, strict liability, breach of contract, intentional acts, or any other act or omission which causes the undersigned illness, injury, death, and damages of any nature in any way connected with my participation in this activity or for being upon the lands of Zipline Utah. I agree as follows:

I fully understand and acknowledge that: (A) outdoor recreational activities such as zip lines, canopy tours, challenge courses, and exploring have inherent risks, dangers, and hazards and such may exist in my use of Zipline Utah And State Parks property and equipment and my participation in the above mentioned activities; (B) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, strains, fracture, partial and/or total paralysis, death or other ailments that could cause serious disability; exposure to insect and snake bites, exposure to extreme temperatures and inclement weather, slips and falls, encounters with animals such as dogs and bears, collisions with other participants or objects, my physical condition, and injury and illness in remote areas without means of rapid evacuation or adequate medical care; (C) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Zipline Canopy Tours, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. If I choose to participate in Zipline Utah guided activities, risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, misjudgment of a guide, weather, trail or course conditions, my ability to participate in the activity, risks of falling from high platforms, stands or towers and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and; (D) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Zipline Utah or by any other person, and that they may arise from foreseeable or unforeseeable causes. (E) by my participation in other onsite activities and games located at Zipline Utah not related to my zip line tour such as, but not limited to, axe throwing and kayaking and/or use of any additional equipment related to onsite activities, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Zipline Utah or by any other person, and that they may arise from foreseeable or unforeseeable causes. In addition, I hereby grant permission to Zipline Utah to make and use for promotion or other purposes, photographic records without recourse or compensation to me or anyone else otherwise.

I, on behalf of myself, my personal representatives and my heirs or as parent or legal guardian of the undersigned participant hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Zipline Utah and their owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which arise out of my use of any equipment or my participation in Zipline Utah activities or on Zipline Utah's or State property, I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Zipline Utah. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Zipline Utah or its agents is a party shall be the District Court Wasatch county Utah

I HAVE READ THE ABOVE WAIVER & RELEASE OF LIABILITY AND BY SIGNING IT, AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE ZIPLINE UTAH FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I FULLY RECOGNIZE AND UNDERSTAND THAT IF I (OR ANY MINOR ON WHOSE BEHALF I AM SIGNING THIS RELEASE), AM HURT, DIE, OR MY PROPERTY IS DAMAGED, I AM GIVING UP MY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ZIPLINE CANOPY TOURS OF BLUE RIDGE, LLC, EVEN IF THEY NEGLIGENCELY OR BY SOME OTHER ACT OR OMISSION CAUSE THE INJURY, DAMAGE OR DEATH. I EXPRESSLY ASSUME ALL RISK. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF THE ABOVE PROVISIONS.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in Zipline Utah activities or on Zipline Utah's property, or else I agree to bear the costs of such injury or damage myself.

Zipline Utah reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations, and instructions of Zipline Utah while upon their lands or participation in their activities. I also certify that I and any minor on whose behalf I am signing, are physically and mentally capable of participating in these activities.

If applicable, as parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agreed that said minor may participate in Zipline Utah's activities, and I sign this release on their behalf. In addition, I give Zipline Utah permission to treat said minor in case of illness, injury, emergency, or accident. Should emergency medical services become necessary for the undersigned participant or minor, the expenses are the sole responsibility of the participant.

By signing for myself or a guest under 18 I am stating that I am over 18 years old and legally authorized to do so. Date of Participation: _____

Adult Guest Over 18 Years Old or Guardian Signature

Guardian Signing for:

Printed Name

Phone Number

Signature

Printed Name (s)

Printed Name (s)

Printed Name

Phone Number

Signature

Printed Name (s)

Printed Name (s)