



35406 South Mt. Lemmon Rd • Oracle, AZ 85623 • 520-308-9350 • www.ziparizona.com

Participant Name: _____ **Age:** _____

Birth Date: _____ **Weight:** _____ **Email:** _____

Address: _____ **Phone:** _____

Emergency Contact: _____ **Phone:** _____

- This document must be read and signed by ALL participants in any Arizona Zipline Adventures activity. If the Participant is under 18 years of age, an adult responsible for the minor must also sign on behalf of both parties. References in this agreement to “I” or “we” refer to all who sign below, unless otherwise indicated. **Please read thoroughly.**

Agreement

As a participant or a responsible party for a minor participating in the services and activities provided by Arizona Zip Line Adventures, LLC. (Referred to in this document and doing business under the state of Arizona as Arizona Zipline Adventures), I hereby acknowledge and agree to the following:

Risks

I understand that the activities, structures, equipment and premises of Arizona Zipline Adventures may expose participants to certain known and unanticipated risks that cannot be eliminated without altering the essential qualities of the activity. The wide variety of activities may require moderate physical exertion and include: ziplining, climbing poles & ladders, hiking, balancing on beams, caving, and gold panning. During the activities, there may be a time when participants may be asked to ride, walk, swing, or climb without the assistance or supervision of staff or co-participants. In these stretches of time and in general condition of the premises, Arizona Zipline Adventures has no responsibility for the participants. Transportation provided by Arizona Zipline Adventures will be by vehicles owned by Arizona Zipline Adventures and driven by Arizona Zipline Adventures staff.

In addition to being recreational, I understand that the activities provided by Arizona Zipline Adventures are instructional and participants are expected to use their skills, knowledge, and judgement in engaging in them. Participating in any provided services and activities, both structured and unstructured, could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. Participant and responsible parties acknowledge that participation in any activity on the premises is purely voluntary.

Initial _____ (Participant)

Initial _____ (Responsible Party)

Acknowledgement

I expressly agree and assume all risks associated with the nature of activities at Arizona Zipline Adventures, whether or not described in this document, known or unknown, inherent or not. As the responsible party for a Participant, I have read and discussed the activities with the minor who elects to participate despite the risks. In the case of any injury or loss, including death, which I, or the minor for whom I sign, may suffer, arising in whole or part out of my, or the minor's, enrollment or participation in the activities of Arizona Zipline Adventures, I take full responsibility.

Initial _____ (Participant)

Initial _____ (Responsible Party)

Release and Indemnity

As an adult participant, or the responsible party of a minor participant, I hereby agree, for myself and, to the extent allowed by law, on behalf of the minor participant for whom I sign below, to indemnify, release, hold harmless, and NOT SUE Arizona Zipline Adventures, its owners, members, directors, managers, officers, agents, employees and volunteers, and the owner of the land on which the activities are facilitated (a "Released Party"), with respect to any and all claims of injury, disability, death, or other loss or damage to person or property suffered, brought by me or on my behalf, or on behalf of the minor for whom I sign, a co-participant in the activities, a rescuer, a member of my, or the Participant's, family, or anyone else, arising in whole or in part from my or the Participant's enrollment or participation in the zipline activity or any related activity, including moving about the premises on which the ziplines are located. These include loss or damage caused, or claimed to be caused, in whole or in part by the negligence of a Released Party, but not the intentional wrongs or gross negligence of a Released Party.

Initial _____ (Participant)

Initial _____ (Responsible Party)

Additional Provisions

I, an adult participant or responsible party of a minor participant, authorize Arizona Zipline Adventures to provide or obtain for me, or for the minor Participant, medical care as it considers necessary and appropriate, and agree to pay all costs associated with such care and related transportation. Should Arizona Zipline Adventures, or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold it harmless for all such fees and costs. I certify that I have adequate insurance to cover any injury or damage I may suffer while participating, or else I agree to bear all costs of such injury or damage to myself.

I further certify that I have no medical or physical conditions that could interfere with my safety in this activity, or else I am willing to assume and bear risks and the costs of all risks that may be created, directly or indirectly, by any such conditions. I recognize that the zipline should not be used by anyone who is pregnant, think they might be pregnant, weighs over 250 pounds, is intoxicated, or has serious heart conditions.

Initial _____ (Participant)

Initial _____ (Responsible Party)

1. I hereby give my permission and consent to the taking of photographs, videotapes, and other images of me, or the minor Participant, and agree that such images are the sole property of Arizona Zipline Adventures and may be published and otherwise used by Arizona Zipline Adventures for advertising, promotion, publicity, or such other purpose as deems appropriate, without compensation to me or the minor Participant.

Initial _____ (Participant)

Initial _____ (Responsible Party)

I agree that any claim, dispute, or disagreement between me or the minor Participant, arising from, related to, or connected with this document or any activity contemplated by this document in which I or the minor Participant, against Arizona Zip Line Adventures, its members, manager, officers, agents, contractors or employees will be resolved exclusively by arbitration in Pinal County, Arizona, under rules of the American Arbitration Association. Any award entered in that arbitration shall be final and may be entered as a final judgment in any court of competent jurisdiction. *Without limiting the generality of the foregoing, I specifically waive any right to trial before a judge or jury.*

I hereby certify and agree that this agreement is entered into voluntarily, and after careful consideration. I agree to submit to binding arbitration any dispute regarding the terms or interpretation of this agreement. The laws of the State of Arizona will govern the resolution of any conflict regarding this agreement without regard to any conflict of laws principles. Venue of any action hereunder shall be in Pinal County, Arizona.

Participant Signature: _____ **Date:** _____

Signature of Parent or Other Responsible Party: _____ **Date:** _____