

SKY VALLEY ZIP TOURS
LIABILITY RELEASE & INFORMED CONSENT & PHOTOGRAPHIC / VIDEO RELEASE
CANOPY TOUR

I certify that PARTICIPANT is at least 10 years old and weighs no less than 70 nor more than 250 pounds. PARTICIPANT will wear closed toed shoes and a helmet, and will abide by this entire RELEASE and all Rules and Staff instructions at all times. SVZT reserves the right to require a parent, guardian, or chaperone to accompany any PARTICIPANT under 18 years of age. PARTICIPANT and SVZT agree as follows:

RELEASE

PARTICIPANT, or a PARENT/GUARDIAN on behalf of PARTICIPANT, and Mountain Cat, Inc. d/b/a Sky Valley Zip Tours agree as follows: In consideration for and as partial payment for the right to participate in any activities, including but not limited to being on the premises (including the parking lot) observing, training, walking, accompanying, riding in vehicles, and using the zip lines (collectively the TOUR) associated with Mountain Cat, Inc. d/b/a Sky Valley Zip Tours, Camp Sky Ranch, LLC, Camp Sky Ranch, Inc., their owners, members, managers, agents, employees, instructors, officers, volunteers, equipment suppliers, authorized guests and all other persons or entities acting in any capacity on their behalf (collectively SVZT).

PARTICIPANT acknowledges that the TOUR, including observing, carries with it inherent risks both known and unknown, including, but not limited to, the risk of injury, impairment, disease, disability, or death. Some of the known risks include the following: Transportation to or from the TOUR or Observation, falling, becoming entangled in equipment, hitting a stationary object or another PARTICIPANT, missing a platform or landing area, not being properly fastened by Staff, equipment failure, motion sickness, and risks inherent in outdoor activities. SVZT provides no warranties, expressed or implied, and any provided equipment is accepted "AS IS".

PARTICIPANT agrees to assume **all** risks and further agrees to indemnify, hold harmless, and covenant not to sue or pursue any claim whatsoever against SVZT, its agents, employees, staff, instructors, officers, or anyone affiliated with such organizations from any injuries or damages, including but not limited to death or disability, or expenses, including but not limited to court costs and attorney's fees, which may occur, and PARTICIPANT agrees that the terms of this RELEASE are binding on PARTICIPANT and anyone legally entitled to act on behalf of PARTICIPANT or PARTICIPANT'S estate including, but not limited to, PARTICIPANT'S spouse, parents, heirs, estate, personal representative, and assigns for any and all claims of liability arising out of SVZT's negligence, recklessness, gross negligence, breach of contract, intentional acts, or any other act or omission which causes the undersigned illness, injury, death, and/or damages of any nature in any way connected with the TOUR or for being upon the premises of SVZT.

PARTICIPANT agrees to actively work to reduce his/her risk and the risk to others by being alert; looking up before walking near or under a zip line; wearing a helmet and safety equipment at all times; keeping long hair tied back; removing rings, dangling earrings, watches, and other objects attached to PARTICIPANT'S body; wearing clothing suitable for both the weather (e.g. rain jacket and pants) and the activity (e.g. no loose fitting clothing); to fit harness as securely as possible and check them throughout the TOUR; to have a harness checked by two different Staff members; to check that carabiners are secure throughout the TOUR; touching surfaces only when instructed; demonstrating skills in ground school; following all rules and policies of SVZT including, but not limited to, all reasonable instructions by Staff; and maintaining awareness of your protective equipment and surroundings. **If PARTICIPANT and/or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition which they believe jeopardizes the safety of PARTICIPANT or others, PARTICIPANT and/or his/her parent(s) or legal guardian(s) will remove PARTICIPANT from the TOUR and immediately alert Staff to the hazard or condition. If you have any questions or doubts, ask Staff for assistance.**

PARTICIPANT is aware that all activities are entirely voluntary, and acknowledges that he/she can elect **not** to take part in any activity which he/she feels may involve some element of risk or discomfort. SVZT will do its best to safely accommodate any PARTICIPANT who does not wish to participate or wishes to cease participating. SVZT may request that PARTICIPANT move to a safer or more appropriate place in order to leave a TOUR.

PARTICIPANT is in good health, understands that the activity requires physical exercise, and does not suffer from any disability that would prevent his/her participation. Any Staff may stop PARTICIPANT'S TOUR at any time if they believe, in their sole discretion, that PARTICIPANT is unable to safely continue or is under the influence of drugs or alcohol.

PARTICIPANT acknowledges that any treatment from Staff for injuries he/she may sustain will be of first aid type only, given with PARTICIPANT's permission, and that the provider may not be medically trained. PARTICIPANT gives SVZT permission to request emergency services and medical treatment on PARTICIPANT'S behalf, and authorizes any licensed medical provider to provide any and all treatment deemed necessary by the medical provider. PARTICIPANT agrees to pay for all medical services, and further releases and agrees to indemnify and hold harmless SVZT from any and all liability or expense in any way related to medical services provided pursuant to this RELEASE. PARTICIPANT acknowledges that, due to location, Staff and/or emergency medical services may

be delayed reaching PARTICIPANT.

PARTICIPANT agrees that SVZT shall not be responsible for any incidental or consequential damages suffered by PARTICIPANT.

PARTICIPANT understands that inclement weather, Acts of God, or other matters beyond the control of SVZT may render SVZT unable to complete a TOUR. Refunds are in the sole discretion of SVZT.

PARTICIPANT consents for SVZT and any agent, nominee, or designee of SVZT (including any agency, client, or periodical or other publication) to reproduce, sell, and/or use of photographs and/or video of the undersigned (with or without the use of the individual's name), for all purposes, and in all manners, including trade, display, advertising, editorial, art, internet, and exhibition throughout the universe, an unlimited number of times, in perpetuity, and by any and all media, whether now known or invented in the future. NOTE: Your photo may be a part of a series of photos sold to others members on your TOUR. SVZT is not responsible for the use of photos purchased by other PARTICIPANTS.

This RELEASE is entered into in Watauga County, North Carolina. It shall be governed by North Carolina law and venue and jurisdiction shall be in the Courts of Watauga County, North Carolina. If any part of this RELEASE is held to be invalid by a court of competent jurisdiction the remainder shall be held in full force and effect. PARTICIPANT agrees that this RELEASE is intended to be interpreted as broadly and to apply to as many situations as possible.

If PARTICIPANT has any allergies, I certify that PARTICIPANT has on his/her person or on the person of his/her parent, legal guardian, or chaperone who is accompany PARTICIPANT at all times, medications and/or treatments necessary to treat an allergic reaction.

In signing this document, I fully recognize and understand that if I, (or any minor on whose behalf I am signing this RELEASE), am hurt, die, or suffer property damage, I am giving up my right to make a claim or file a lawsuit against SVZT even if SVZT negligently or by some other act or omission cause the injury or damage. **I expressly and voluntarily assume all risk.**

PARTICIPANT agrees that this is the entire agreement between the parties.

This is a binding legal document. I have read this RELEASE in full and have had the opportunity to consult an attorney of my choice.

PARTICIPANT is 18 years of age or over **OR** if PARTICIPANT, **whether participating or observing**, is under 18 years of age a **parent or legal guardian** must complete the following section: I, _____, certify that I am the Parent or Legal Guardian of PARTICIPANT, and I hereby consent and enter into this RELEASE both individually and on behalf of PARTICIPANT. I personally agree to indemnify and hold harmless SVZT from any and all claims made by or on behalf of PARTICIPANT. I give SVZT permission to treat PARTICIPANT according and request medical services for PARTICIPANT as outlined in this RELEASE.

PARTICIPANT:

Signature

Print

Date

Witness:

Signature

Print

Date

PARTICIPANT OR PARENT/GUARDIAN ADDRESS: _____

PARTICIPANT OR PARENT/GUARDIAN TELEPHONE NUMBER (____)_____

IF PARTICIPANT IS UNDER THE AGE OF 18:

Signature of Parent or Legal Guardian

Printed Name:_____