

HAWKSNEST ZIPLINE LIABILITY WAIVER AND AGREEMENT

By signing this agreement, I acknowledge that I understand that a zipline is hazardous and may result in serious injury, perhaps even death. By signing this agreement I acknowledge that I have read this liability waiver and agreement and that I am waiving any claim as set forth herein for myself and those minor children for whom I am guardian or acting in *loco parentis*. In consideration of being permitted to purchase a ticket and use the zipline facilities, I hereby release, waive, discharge and covenant not to sue Hawksnest Zip Line Inc., Hawksnest SnowTubing, Inc., their employees, officers, directors, managers and representatives from all liability to me, the minor children for whom I am guardian or acting in *loco parentis*, and my and their personal representatives, assigns, heirs and next of kin from any and all loss or damage including personal injury and/or death and any claims or demands therefore on account of injury whether caused by negligence of those being released herein or otherwise while I or those in my charge are in or upon the zipline facilities, the parking lot, and all property owned by those herein being released. I hereby agree to fully assume the risk and full responsibility of bodily injury, death or property damage due to the negligence of those being released herein and assume the risk on behalf of those for whom I am guardian and/or acting in *loco parentis* while in or upon the property of those being released herein. I acknowledge and agree that there are inherent risks of serious bodily injury and/or death and the purpose of this liability waiver and agreement is to be as broad and inclusive as permitted by the law of the state of North Carolina and that if any portion hereof be held invalid, I do expressly agree that the balance shall notwithstanding, continue in full legal force and effect. I further agree to the irrevocable and unrestricted right to use and publish photographs of me and those minors in my charge, or in which I may be included, for editorial trade, advertising, and any other purpose and in any manner and medium.

Initials _____ I have also read the weight, age and size restrictions for the zip line tour I am participating in. I further agree to follow instructions of Hawksnest employees while understanding I am an active participant during zipline tour and make sure those minor children for whom I am guardian and/or *loco parentis* know and follow instructions of Hawksnest employees.

The undersigned has read and voluntarily signs this Zipline Liability Waiver and Agreement on behalf of myself and all minor children for whom I am guardian and/or acting in *loco parentis*.

Signature

Printed Name

Date

Names and ages of Family members and all minor children for whom I am guardian and/or acting in *loco parentis* utilizing these tickets:
