

ZIPLINE RELEASE OF LIABILITY – READ BEFORE SIGNING    Z-09

In consideration of being allowed to participate in Whitewater Challengers' ZipLine ride, I, (print name: \_\_\_\_\_), the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from this program is significant, including the potential for permanent paralysis and death; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and I assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. I am in good health, I understand that physical exertion may be required, and I have no known physical disabilities or health problems that will present any risk to my participation in the program. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately; and,
4. I permit the use of any photos, slides, film, or sketches of me taken during the day's activities for publicity, advertising, promotion or other commercial purpose; and
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS WHITEWATER CHALLENGERS, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; and
6. Any claims or disputes arising from my participation in this program shall be venued in the Luzerne County Court in the town of Wilkes Barre, PA or in the Supreme Court of the State of Pennsylvania.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X \_\_\_\_\_ Age: \_\_\_\_\_ Date Signed: \_\_\_\_\_ Trip Date: \_\_\_\_\_

PARTICIPANT'S SIGNATURE

Name (Please print clearly) \_\_\_\_\_

Street and Apt. Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releases, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in Whitewater Challengers' ZipLine Ride as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X \_\_\_\_\_ Date Signed: \_\_\_\_\_

PARENT/GUARDIAN'S SIGNATURE (if under 18) (Print Name)