



AWOL Adventure Sports Zip Line Release of Liability Waiver

(One Form per Household)

Time: _____ Date: _____

Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip _____

Emergency Contact: _____ Phone: _____

Relevant Medical Conditions: _____

All other Participant's Names, and weights: (example: William Smith, 162LBS.) _____

****Please read this document carefully. It must be signed by ALL participants involved in AWOL Adventure Sports. If the participant is a minor, at least one parent or guardian must sign, as evidence of their agreement to these terms and conditions, on their own behalf and on behalf of the minor participant. References in this agreement to "I" or "we" refer to all who sign below, unless otherwise indicated.**

PARTICIPANT AGREEMENT

(Including: Acknowledgement and Assumption of Risk, Release of Indemnity, and Other Provisions).

In consideration of the services and activities to be provided by AWOL Adventure Sports, a Limited Liability Company organized and existing under the laws of the State of Idaho (referred to in this document AWOL Adventure Sports"), and as a condition of allowing me to participate in such activities I, Participant and/or Parent of a minor participant, acknowledge and agree, for myself and on behalf of a minor participant for whom I sign, as follows:

Activities and Risks

I understand that the activities conducted by AWOL Adventure Sports, the structures and premises on which they are conducted and related equipment may expose participants to certain risks. The activities require moderate physical exertion. Among the hazards and risks of the activities and use of the premises and equipment are the following: FALLS, abrupt and possibly harmful contact with structures, objects, and persons; ANXIETY and fears associated with heights; CLOSE contact with other participants; carelessness and misjudgments on the part of participants and/or the staff of AWOL Adventure Sports, including failing to follow proper procedures, instructions and operating policies of AWOL Adventure Sports; the failure of structures and equipment; and the unpredictable forces of nature. Participants may experience an increased heart rate and other symptoms of anxiety and stress due to physical exertion, reliance on other participants, and a fear of heights or of being unprotected or falling. Injuries associated with participation in this event may include breaks, sprains, strains, bruises and other contusions and in extreme cases, emotional upset, anxiety and even death.

The description of these risks above is not complete and other unknown or unanticipated risks may result in property loss, injury or death. Engaging in these activities may require a degree of skill and knowledge different from other activities with which participants may be familiar. Participants have responsibilities for managing the risks to themselves and others. Participant and Parent acknowledge that participation in this activity is purely voluntary, and with full knowledge of inherent and other risks.

Acknowledgements and Assumption of Risks

Understanding the nature of the activities, their risks, and that other risks may be encountered, I voluntarily acknowledge and expressly assume all risks of my participation in the AWOL Adventure Sports activities, whether or not described in this document, known or unknown and inherent or not. If I am the Parent of a minor participant, I have discussed the activities and risks with the child, who chooses to participate nevertheless. I take full responsibility for 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 provided or performed by AWOL Adventure Sports.

Releases and Indemnity

If I am an adult Participant or the Parent of a minor Participant, I hereby agree, for myself and on behalf of the minor participant for whom I sign below, TO RELEASE, INDEMNIFY, DEFEND, FOREVER DISCHARGE AND NOT TO

SUE AWOL Adventure Sports, its owners, members, directors, managers, officers, agents, employees and volunteers, ("Released Parties"), with respect to any and all claims of injury, disability, death, or other loss or damage to person or property suffered by me or by the child, arising in whole or part from my or the child's enrollment or participation in the training or any related activity performed or provided by AWOL Adventure Sports. In addition, I agree TO INDEMNIFY (That is, defend and satisfy by payment or reimbursement, including costs and attorney's fees) Released Parties from any claim of loss, injury or death, including such claims, brought by or on behalf of the child for whom I sign, a co-participant in the activities, a rescuer, a member of my, or the minor child's family, or anyone else, arising out of or in any way related to a loss suffered by me or the child or caused by me or the child. These agreements of release and indemnity include loss or damage caused or claimed to be caused in whole or in part by the negligence of a Released Party, but not intentional wrongs or the gross negligence of a Released Party.

Additional Provisions

I hereby represent and warrant that I, and the minor Child for whom I am signing this agreement, are in good physical and mental condition suitable for the activities to be performed and/or provided by AWOL Adventure Sports. I, an adult participant or Parent of a minor Participant, authorize AWOL Adventure Sports to provide or obtain for me, for the minor, such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such care and related transportation. AWOL Adventure Sports and any third party medical caregiver are authorized to exchange medical information concerning my, or the minor's, medical condition. Any dispute between a Released Party and Parent of Participant will be governed by the substantive laws of the State of Idaho (not including laws which might apply the law of another jurisdiction), and any mediation or suit shall take place only in the State of Idaho, in Twin Falls County. If the dispute cannot be resolved by mutual agreement, I agree to submit it to a mediator recognized by the Courts of the State of Idaho and the County of Twin Falls. I will pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by me, or by or on behalf of the minor participant if the claim or suit is withdrawn or to the extent a court or mediator determines that the Released Party is not responsible for the claimed injury or loss.

I hereby give my permission and consent to the taking of photographs, videotapes, and other images of me, or the child, and agree that such images may be published and otherwise used by AWOL Adventure Sports for advertising, promotion, publicity, or such other purpose as it deems appropriate, without compensation to me or to the child.

This agreement is entered into voluntarily, and after careful consideration. Its terms cannot be supplemented or amended except in writing. I understand and agree that it is binding to the fullest extent allowed by law, upon all persons signing below, their respective heirs, executors, administrators, wards, minor children (whether or not they are Participants) and other family members. If any part of this agreement is found by a Court or other appropriate authority to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.

THIS AGREEMENT WAIVES IMPORTANT LEGAL RIGHTS. READ IT CAREFULLY BEFORE SIGNING.
YOU SIGNATURE INDICATES THAT YOU UNDERSTAND AND AGREE TO ITS TERMS

THE UNDERSIGNED CERTIFIES THAT THE INDIVIDUAL HAS READ THIS DOCUMENT AND HAS BEEN INSTRUCTED ON THE RISKS INVOLVED IN PARTICIPATING IN THE ACTIVITIES PERFORMED OR PROVIDED BY ZIP THE SNAKE W/AWOL ADVENTURE SPORTS, AND FULLY UNDERSTANDS ITS CONTENT AND LEGAL SIGNIFICANCE AND AGREES TO BE BOUND BY ITS TERMS AND SIGNS IT OF SAID INDIVIDUALS OWN FREE WILL. THE UNDERSIGNED IS AWARE THAT BY SIGNING THIS AGREEMENT THAT THE INDIVIDUAL IS WAIVING AND RELEASEING CERTAIN LEGAL RIGHTS THAT THEY MAY OTHERWISE HAVE. THE UNDERSIGNED UNDERSTANDS THAT THIS AGREEMENT IS A RELEASE OF LIABILITY AND A CONTRACT WITH AWOL ADVENTURE SPORTS.

SIGNATURES OF PARTICIPANTS: _____

_____ **DATE:** _____

CHILD'S NAME/S: _____

SIGNATURE OF PARENT / GUARDIAN OF MINOR: _____

DATE: _____