



# Participation Agreement

Please read and understand all rules prior to your ZipLine tour. Anyone under 18 must have a parent/guardian signature. ZipLine tours are designed for people of average mobility and strength who are in reasonably good health. Obesity, pregnant women, back, neck, leg, high blood pressure, cardiac and coronary disease, pulmonary problems, arthritis, tendonitis, and other musculoskeletal problems may all impair their safety and well being of participation the course, as may other medical and psychological and psychiatric problems.

Persons with any underlying medical problems may carefully consider those risks before choosing to ZipLine. They must fully inform our staff of any health issues or concerns prior to the beginning of the tour. We reserve the right to exclude ANY person from participating in a ZipLine tour for ANY reason. Serious injuries are uncommon, BUT the risk of injury does exist, by reason of falls, contact with other persons or fixed objects, moving about the grounds, which the Zipline facility exist. There are risks that cannot be eliminated without changing the essential nature and educational and other values of the activities. The emotional risks range from simple hurt feelings to panic and psychological trauma (ex. fear of heights). Physical risks range from small scrapes and bruises to bites, stings, broken bones, sprains, neurological damage and in extraordinary cases, even death, included by drowning. The property on which the tour is located includes rocky and wooded terrain, cliffs, ravines and creek beds with potentially harmful plants and animals, including snakes, spiders and insects that may bite or sting. Injuries to these may be a natural consequence of the activity undertaken, a result if errors of judgment or other negligence of staff or participants, otherwise, may occur in spite of the reasonable efforts of the staff to prevent them. In all such cases, these inherent risks, and other risks which may not be inherent and must be accepted by those who choose to Zipline.

I (we) have read, fully understand, and agree to participate in the Zipline adventure tour and hereby release, indemnify and hold harmless provider, its owners, agents or employees and agree not to sue them for any liability for any claims that may arise out of, or relate in anyway to me or my minor child and enrollment and participation in the provider's program. These claims hereby released and indemnified include claims of negligence of a released party but not incurred for any injury or illness that may result from my participation in the program, including the cost of hospitalization, medical treatment and any sums payable to anyone by reason of injury or loss of life that I may sustain by participating in the provider's program. I (we) agree that the laws of the State of Texas and Henderson County shall govern in this agreement and that the court with proper jurisdiction that all other parts not judged shall nevertheless remain valid and in effect. Furthermore, under Texas Law (Chapter 75A, Civil Practice and Remedies Code), an agritourism entity is not liable for any injury to or death of an agritourism participant resulting from an agritourism activity. Signs are properly posted on premise.

**I (we) have read and fully understand, and agree to the terms of this agreement. The weight limit for women is 225 pounds and the weight limit for men is 275 pounds. By agreeing to these terms I fall within the mandatory weight restriction.**

## PHOTO RELEASE OPT OUT

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No, I do not give New York, Texas Zipline s permission to take or post my photos onFacebook, their website at [www.GoZipTexas.com](http://www.GoZipTexas.com) or on other social media platforms they operate.

**Child's Name:** \_\_\_\_\_ **Age:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent Name:** \_\_\_\_\_

**Parent Signature:** \_\_\_\_\_