

Wahoo Zipline / Zombie Zipline Tours

Participant Agreement, Release and Acknowledgement of Risk Form

In consideration of the services of Wahoo Zipline Tours, Zombie Zipline Tours, their agents, officers, volunteers, participants, employees, and all other persons or entities in any capacity on their behalf (hereinafter referred to as "WAHOO"), I hereby agree to release and discharge WAHOO, on behalf of myself, children, parents, heirs, assigns, personal representatives and estates as follows:

1. I acknowledge that participants in Zipline activities, Zombie Ziplines activities, and/or the use of the course entails both known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to my property or the third parties. **I understand should I participate in Zombie Ziplines, I will be using either an airsoft gun or paintball gun during the activities.** I further understand the Zombie Ziplines activities may be considered "scary" by some individuals. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activities. Furthermore, WAHOO facilitators have difficult jobs to perform. They seek safety, but are not infallible. They may be ignorant of a participant's fitness or abilities. They might misjudge the weather of the terrain or the equipment be used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. **My participation in this activity is purely voluntary and I elect to participate in spite of the risks.**
3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless WAHOO from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity, or my use of WAHOO equipment or facilities.
4. Should WAHOO, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such damage or injury myself. **I further certify that I have no medical or physical conditions that could interfere with my safety in this activity,** or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.
7. **I am aware that WAHOO requires strict adherence to its standards of safety and conduct.** I agree to fully abide by these standards or accept dismissal by refusing to adhere to them. I understand should I participate in Zombie Ziplines, I will be using either an airsoft gun or paintball gun during the activities. I further understand the Zombie Ziplines activities may be considered "scary" by some individuals. I hereby grant WAHOO to take and use photographs, video, film and any other images of me participating in or observing the activities. I waive my right of privacy, publicity, compensation, copyright or other rights to those images and consent to WAHOO using those images for any purposes.
8. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have **waived by right** to maintain a lawsuit against WAHOO on the basis of any claim from which I have released them. I have had sufficient opportunity to read this entire document. I have read and understand it and I agree to be bound by its terms.
9. I understand that Wahoo Ziplines may use photographs of me with or without my name and for any lawful purpose such as publicity, illustration, advertising, and web content including, but not limited, to: Facebook, twitter, and other social media outlets. You can opt out of this by initialing here. _____

Participant's Name (print) _____ Participant's Signature _____

Address _____

Emergency Contact Name _____ Emergency Contact Phone # _____

Today's Date _____ Tour Time _____ Age _____ Birthdate _____

How/Where did you hear about us? _____

When you provide your email on this waiver, you opt-in to Wahoo Ziplines Newsletter Program where you will receive specials and promotions periodically.

Email Address _____

Please initial the following statements to verify that they are correct:

I am NOT an expectant mother _____ I am NOT over 275 pounds _____

Parents or Guardian's Additional Indemnification (If Participant Is Under 18)

In consideration of the above named participant ("Minor"), I give my permission to participate in WAHOO, its activities and to use its equipment and facilities, including airsoft gun or paintball gun. I further agree to indemnify and hold harmless WAHOO from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Name _____ Signature _____