

Wahoo Ziplines

Participant Agreement, Release and Acknowledgement of Risk Form

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

1. I acknowledge that in 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 to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activities. Furthermore, WZ facilitators have difficult jobs to perform. They seek safety, but are not infallible. They might give inadequate warnings or instruction. They may be ignorant of a participant's fitness or abilities. They might misjudge the weather of the terrain or the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate despite all risks.
3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless the WZ from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity, or the use of WZ equipment or facilities, including such Claims which may allege negligent acts or omissions of Wahoo Zipline View LLC (dba Wahoo Ziplines).
4. Should the Wahoo Zipline View LLC (dba Wahoo Ziplines), 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. In the event I will file a lawsuit against Wahoo Zipline View LLC (dba Wahoo Ziplines), I agree to do so solely in the state of Tennessee, and I further agree that the substantive law of the state shall apply in this action without regard to conflict of law rules of the state.
7. I agree that if any portion of this agreement is found void or unenforceable, the remaining portions shall remain in full force and effect.
8. I am aware that the Wahoo Zipline View LLC (dba Wahoo Ziplines) 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.
9. I hereby grant Wahoo Zipline View LLC (dba Wahoo Ziplines) permission to take and use photographs, video, film and any other images of me participating or observing the activities. I waive my right of privacy, publicity, compensation, copyright or other rights to those images and consent to Wahoo Zipline View LLC (dba Wahoo Ziplines) using those images for any purposes. You can opt out of this by initialing here _____.

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 my right to maintain a lawsuit against Wahoo Zipline View LLC (dba Wahoo Ziplines) 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 understood it, and I agree to be bound by its terms.

PLEASE PRINT, ALL CAPS

Participant's name _____ Age _____ Birthdate _____

Address _____ City _____ State _____ Zip _____ Phone (_____) _____ - _____

E-mail * _____ **Signature** _____

Emergency contact name: _____ Emergency contact phone (_____) _____ - _____

Today's Date _____ Tour time _____ How/Where did you hear about us? _____

Please initial the following statements to verify that they are correct: I am not an expectant mother _____

I am not over 275 pounds _____

*When you provide your e-mail address on this waiver, you opt-in to Wahoo Ziplines newsletter where you will receive specials and promotions periodically

Parents or guardian's additional indemnification (If participant is under 18 years old)

In consideration of the above-named participant ("Minor"), I give my permission to participate in Wahoo Zipline View, LLC (dba Wahoo Ziplines), its activities and to use its equipment and facilities. I further agree to indemnify and hold harmless Wahoo Zipline View LLC (dba Wahoo Ziplines) 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.

Signature _____ Parent or Guardian name _____