

HOCKING HILLS CANOPY TOURS

Segway Riders Comprehensive Activity Agreement including Assumption of Risks and Agreement of Release and Indemnification

This form must be read, understood, and signed by all Riders, adults and minors (persons under the age of 18) and by a parent or guardian (referred to as Parent) for a minor Rider. Parent signs for himself or herself and on the behalf of the minor child. No applicant may participate in any Hocking Hills Canopy Tours activity unless these signatures are provided. The parties to this agreement are Zippers, LLC, doing business as Hocking Hills Canopy Tours of Rockbridge, Ohio (Provider) and the persons signing below (Rider).

Description of Activities: The activities at Hocking Hills Canopy Tours provide opportunities for adventure recreation and environmental education. The activity of riding a Segway includes a varying combination of riding surfaces and topography. Surfaces may include grass, dirt/mud and gravel. Surfaces may be uneven with hazards such as holes, rocks, roots, sticks, trees, water along with many others hazards. Surfaces may be wet and slippery. Riders will be challenged with controlling the Segway machine, while at the same time negotiating the trail, other riders or vehicles, and avoiding trail hazards. Riders wear safety helmets. Tour groups will generally be limited to 8 riders accompanied by two trail guides. The Learn to Segway experience will be supervised in a designated area. Riders must be reasonably fit, must be able to demonstrate the required skills, and be able to understand all instructions prior to riding a Segway.

Medical Concerns: All activities are designed for use by riders of average mobility and strength who are in reasonably good health. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, pregnancy, arthritis, tendonitis, prior head, neck, or back injuries or other joint and muscular-skeletal problems may impair the safety and well being of riders during the activities; as may other medical, physical, psychological and psychiatric problems. All such conditions may increase the inherent risks of the experience and cause the Rider to be a danger to themselves or others. Riders with underlying medical problems that put them at greater risk of injury or illness during an activity must carefully consider those risks before choosing to participate, and they must fully inform provider's staff, in writing, prior to the beginning of the activity. Provider reserves the right to exclude any applicant from participation, for medical, safety, or other reasons.

Inherent and Other Risks: Serious injuries are uncommon in this type of activities, but the risk of injury or death certainly exists, by reason of falls, contact with other riders and fixed objects, moving about or being transported on the grounds on which the activity is initiated and conducted. A number of risks are inherent to the activity. These are risks that cannot be eliminated without changing the essential nature and educational and other values of the experience. The emotional risks range from unwelcome or inadvertent touching, simple hurt feelings to panic and psychological trauma. The physical risks range from small scrapes and bruises to bites and stings, broken bones, sprains, neurological damage, head, neck, or back injuries, and in extraordinary cases, even death. The property on which the activity is located includes hilly, rocky, and wooded terrain, cliffs, ravines, caves, creek beds, and a river with potential harmful plants and animals which may bite or sting. Injuries may be a natural consequence of the activity undertaken, as a result of the environmental hazards (including terrain and weather), a result of errors in judgment or other negligence of the staff or riders, or otherwise: and may occur in spite of the reasonable efforts of the staff to prevent them. In all cases, these inherent risks, and other risks which may not be inherent, whether or not described above must be accepted by those who choose to participate.

In consideration of the activity(ies) which I and my family have contracted for with Provider, I (we) the undersigned Rider(s) and the Parent or Guardian of a minor Rider (for himself or herself and on the behalf of the minor rider), agree as follows:

INITIAL EACH ITEM BELOW

____1____ 1. I understand the nature of the activities that I will engage in as described above. I understand there are risks of injury and death associated with these activities. I acknowledge and voluntarily assume the risks of illness, injury, and death associated with these activities, inherent and otherwise, and whether or not described above, including those which may result from the negligent acts or omissions of other riders or staff.

____1____ 2. I hereby release, indemnify, and hold harmless Provider, its owners, agents, and employees, and the owner or owners of the property on which the activity is conducted (the Released Parties) from, and agree not to sue them for, any liability for causes of action, claims and demands of any kind and nature whatsoever that may arise out of or relate in any way to my or my minor child's enrollment or participation in Provider's programs of the use of a Segway, regardless of whether such claims relate to the design, manufacture, repair, operation or maintenance of the Segway or the conditions under which the Segway is used. The claims hereby released and indemnified include, among others, claims of other Riders and of members of Rider's family or associates and claims of negligence of a released party, but not the claims of gross negligence or willful injury.

____1____ 3. I accept responsibility for any expenses that may be incurred for any illness or injury that may result from my, or my minor child's enrollment or participation in Provider's programs, including the costs of evacuation, hospitalization, and medical treatment and any sums payable to anyone by reason of any injury or loss of life that I may sustain through my participation in Provider's programs.

____1____ 4. I am the parent or guardian of the minor child(ren) who appear on this release form. I have discussed the terms of the above Agreement with my child and am assured by my child that he or she understands the agreement and has freely accepted its terms. I give my child permission to participate in the activities described in this document. My signature below reflects my agreement to fully release the Released Parties, as provided above, from any claim which I may have, and, to the fullest extent allowed by law, to release such persons on behalf of my child(ren), for any claim the child(ren) may have.

____1____ 5. I am physically able to safely complete these activities. My participation in this activity(ies) is purely voluntary, no one is forcing me to participate, and I have elected to participate in spite of the risks. I agree to comply with all rules, verbal instructions, posted safety signs, and traffic flow guidelines. I am not pregnant. I am not currently under the influence of alcohol, illegal drugs, or impairing legal drugs.

I understand that Provider may refuse participation in its activities to any person that its owners, agents, or employees deem a hazard to themselves or to others. Provider may alter its published or announced requirements for participation in its activities and for use of its property at any time and for any reasons that it may deem appropriate.

I assign all rights, title, and interest in any and all photographs, motion pictures, recording or other records of the activities I may take or capture to Provider. Provider grants to me a limited, non-exclusive, perpetual right and license to use, for non-commercial purposes only, any and all photographs, motion pictures, recording, or other records of the activities I may take or capture. Provider reserves the right to use voice, video, photographic or other images of Rider for future marketing, educational, or other purpose, and Rider (and Parent) hereby consent to such use, without compensation.

I agree that should any part of this Agreement be judged invalid by a court with proper jurisdiction; that all other parts not so judged shall nevertheless remain valid and in effect. I agree that if any of the information I provided herein is false, I will indemnify the Provider for any loss incurred based upon the information. I agree the laws of the State of Ohio shall govern this agreement and that the courts with jurisdiction in Hocking County shall have jurisdiction in any dispute that may arise between Rider and Provider.

I have read, fully understand, and hereby agree to the terms of this agreement, voluntarily and with knowledge of the activities and their risks. I acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representatives, and estates, and will remain in full force and effect until cancelled in writing

PLEASE PRINT. Leave no lines blank. List each Rider's information individually and sign.

ADULTS Name: _____ Age: _____ Height: _____ Weight: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Email: _____
Medical Conditions: _____
Signature: _____ Date: _____

Name: _____ Age: _____ Height: _____ Weight: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Email: _____
Medical Conditions: _____
Signature: _____ Date: _____

MINORS Minors Name: _____ Age: _____ Height: _____ Weight: _____
Medical Conditions: _____
Parent or Guardian Signature: _____ Date: _____
Relationship: _____ Attached copy of driver's license if not present: _____

Minors Name: _____ Age: _____ Height: _____ Weight: _____
Medical Conditions: _____
Parent or Guardian Signature: _____ Date: _____
Relationship: _____ Attached copy of driver's license if not present: _____

Please check if you do not want to be added to our e-mail list: _____