



Dragonfly Zipline Participant Agreement including
Assumption of Risks and Agreement of Release and Indemnification

This form must be read, understood, and signed by all Participants, and by a parent or guardian (referred to as Parent) for a minor Participant. Parent signs on the behalf of the minor child. No applicant may participate in a Dragonfly Zipline program 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 (Participant and parent).

Description of Activities: The Hocking Hills Canopy Tour Dragonfly Zipline activities provide opportunities for adventure recreation and environmental education. The Dragonfly Zipline Tour includes zip lines, sky bridges, obstacles, and all other related activities that might take place. Zip lines are high cable traverses using safety harnesses and associated hardware. Riders zip through the air on steel cables and are challenged with the difficulties of stepping off a high platform or tower, confronting a fear of heights, and the risks of accepting these and other new challenges. Sky bridges are walkways consisting of planking supported by steel cables and cable handrails. Obstacles may include an incline bridge, crawl through element, log bridge, or other similar obstacles. Participants wear safety harnesses clipped into overhead steel cables with an attached safety lanyard on all belayed elements. All equipment will be fitted and checked by the staff and the staff will closely monitor progress through the course. All participants must demonstrate the required skills and be able to understand all instructions prior to participating in the Dragonfly Zipline Tour.

Medical Concerns: The Dragonfly Zipline program is designed for use by participants 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 participants on the course; as may other medical, physical, psychological and psychiatric problems. All such conditions may increase the inherent risks of the experience and cause the Participant to be a danger to themselves or others. Participants with underlying medical problems that put them at greater risk of injury or illness during a Dragonfly Zipline Tour must carefully consider those risks before choosing to participate, and they must fully inform tour staff, in writing, prior to the beginning of the tour. 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 Dragonfly Zipline Tours, but the risk of injury or death certainly exists, by reason of falls, contact with other participants and fixed objects, moving about, or being transported on the grounds on which the activities are initiated and conducted. Dragonfly Zipline Tours in located on a shared use property. Risk of injury also exists in conjunction with these shared use activities. A number of risks are inherent to the activities. 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 (such as fear of heights). 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 tour 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 participants, or otherwise: and may occur in spite of the reasonable efforts of the staff to prevent them. In all cases, those who choose to participate must accept these inherent risks, and other risks which may not be inherent, whether or not described above.

In consideration of the Dragonfly Zipline program which I and my family have contracted for with Provider, I (we) the undersigned Participant(s) and the Parent or Guardian of a minor Participant (for himself or herself and on the behalf of the minor participant), agree as follows:

INITIAL EACH ITEM BELOW

____ 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 participants or staff.

____ 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 tour 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. The claims hereby released and indemnified include, among others, claims of other participants and of members of Participant's family or associates and claims of negligence of a released party, but not the claims of gross negligence or willful injury.

I 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.

I 4. I am the parent or guardian of the minor child(ren) whose signature(s) 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 Dragon Fly Zipline program. 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.

I 5. I am physically able to safely complete the Dragonfly Zipline program. My participation in this activity is purely voluntary, no one is forcing me to participate, and I have elected to participate in spite of the risks. I am not pregnant. I am not currently under the influence of alcohol, illegal drugs, or impairing legal drugs. I will follow all instructions or directions given to me by Provider through its staff.

I understand that Provider may refuse participation in its Dragonfly Zipline program 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 Dragonfly Zipline program 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, recordings or other records of the Dragonfly Zipline program 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 Dragonfly Zipline program I may take or capture. Provider reserves the right to use voice, video, photographic or other images of Participant for future marketing, educational, or other purpose, and Participant (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 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 Participant 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.

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

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

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