Ozark Mountain Ziplines at Eureka Springs, LLC

Participant Agreement, Release and acknowledgement of Risk Form

Please read and be certain you understand the implications of signing

Express Assumption of Risk Associated with Zipline Activities

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as zip lining, including the rental and use of equipment and transportation associated therewith of which I am about to engage in. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia and encountering objects either natural or man-made causing injury and/or death.
4. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, trails or route location.
5. Attack by or encounter with insects, reptiles, and/or animals.
6. Accidents or illness occurring in remote places where there are no available medical facilities.
7. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

Release of Liability, Waiver of Claims and Indemnify Agreement

*In consideration for being permitted to participate in the activity described above and related activities, I hereby agree, acknowledge, and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, THE FOLLOWING NAMED PERSONS OR ENTITIES, herein referred to as RELEASEES.

*Ozark Mountain Ziplines at Eureka Springs, LLC/ Robert and Joanna Nickell

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. I am aware that the releasses require strict adherence to its standards of safety and conduct. I agree to fully abide by these standards or to accept dismissal for refusing to adhere to them. I hereby grant the releasees to take and use photographs, video, film and 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 I consent to the releasees using those images for any purposes.
4. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

_____ _____ _____/_____/_____

Signature of Adult Participant *Name of Adult Participant (please print)* *Date*

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these activities and programs for myself, my heirs, assigns, and next of kin.

_____ _____ _____/_____/_____

Signature of parent or legal guardian if participant is a Minor, and by their signature, they on my behalf release All claims both they and I have.

Name of parent or legal Guardian (please print) *Date*

_____ _____/_____/_____

Name of minor (please print) *Date*

*Address*_____ *phone #*_____

*Emergency contact*_____ *phone #*_____

*Email (optional)*_____