

Boyne USA, Inc.

**ZIPLINE ADVENTURES
ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS
(I will not sue)
INDEMNITY AND HOLD HARMLESS AGREEMENT**

I/we, whose names appear below, know that participating in the Zipline Adventures carries significant risk of serious personal injury, death or property damage. I/we acknowledge that risks may include but are not limited to slipping or falling, impacting objects or being impacted by objects, equipment malfunction, equipment misuse by either the participant or other participants or employees of Boyne USA, Inc and its affiliates. I/we also know that there are natural, mechanical and environmental conditions and risks, associated with zipline activities, which independently or in combination with my/our actions may cause severe or even fatal injuries to me/us or others. I/we agree that I/we alone am responsible for my/our safety while participating in zipline activities. I/we acknowledge that Boyne USA, Inc., its employees and any agents, representatives, officers, directors, or affiliates of any person or entity associated with them are not responsible for my safety. I/we specifically **RELEASE and DISCHARGE** in advance, those parties from any liability whether known or unknown, even that liability which may arise out of negligence or carelessness on the part of persons or entities mentioned above. I/we agree to accept all responsibility for the risks, conditions and hazards which may occur whether they now be known or unknown.

Being fully aware of the risks, conditions and hazards of zipline activities, I/WE **HEREBY AGREE TO WAIVE, RELEASE AND DISCHARGE** any and all claims for damages for death, personal injury or property damage which I/we (or the minor in behalf of whom this is given) may have or which may hereafter accrue as a result of any participation in zipline activities, against any person or entity identified above whether such injury or damage was foreseeable or not, including any such claims regarding facility design or maintenance or the design or the condition of any equipment utilized by me/us while engaged in zipline activities.

I/we further agree to forever **HOLD HARMLESS and INDEMNIFY** all persons and entities identified above, generally and specifically, from any and all liability for death, personal injury or property damage, resulting in any way from my/our (or the minor in behalf of whom this is given) participating in zipline activities.

By my/our participation I/we agree to accept the conditions as they exist even though I/we may not have chosen to inspect the zipline facilities. I/we agree that I/we will accept and abide by the rules and regulations of the zipline facility. This Acknowledgement & Assumption of Risk and Waiver & Release from Liability shall be binding upon my/our heirs and assigns.

PARTICIPANTS UNDER AGE 18

PRINT NAME: _____ AGE _____
PRINT NAME: _____ AGE _____
PRINT NAME: _____ AGE _____
PRINT NAME: _____ AGE _____

I/WE HAVE READ THE ABOVE TERMS OF THIS CONTRACT, UNDERSTAND THEM AND AGREE TO ABIDE BY THEM. IF SIGNING AS GUARDIAN/PARENT IN BEHALF OF A MINOR, I/WE ACKNOWLEDGE THAT I/WE HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT AND WILL **RELEASE, HOLD HARMLESS AND INDEMNIFY** BOYNE USA, INC. AND AFFILIATES FOR ANY AND ALL CLAIMS OF THE MINOR.

PARTICIPANTS AGE 18 AND OLDER / GUARDIAN OR PARENT

PRINT NAME: _____
 Participant Guardian/Parent

SIGNATURE: _____ DATE: _____

PRINT NAME: _____
 Participant Guardian/Parent

SIGNATURE: _____ DATE: _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP CODE: _____ HOME PHONE: _____

WITNESS _____ DATE: _____