

Zip line Tour Agreement to Participate, Waiver of Liability and Acknowledgement of Risk

Please read carefully. This agreement limits your legal rights. There is no financial penalty if you choose not to participate after the Zip Line orientation. This is a physical activity in an uncontrolled environment ...not an amusement park ride.

I, Participant, acknowledge that the Activity entails physical exertion and I understand that there are inherent and unanticipated risks in a Zip Line course, when combined with the forces of nature, or acts of commission, or omissions, by participants or others could result in severe physical, mental and/or emotional injuries, including but not limited to paralysis, spinal injury, head injury, stress, other **damage(s) to myself or my death.**

Zip Line Courses utilized are selected for their scenic beauty and are not be the safest route between two points. I understand that participating in the Zip Line tour subjects me to hazards posed by weather, the elements, terrain, roads, rocks, cliffs, trees, streams, pathway conditions, wild animals and other unknown hazards. When walking to or from the transport vehicle and Zip Line course there will be irregularities in terrain that may include rocks, stumps, roots or other obstacles including both natural and manmade obstacles, **that could cause injury if one is not personally vigilant to avoid them.** During the activity Participant will be exposed to extremes of temperature and climate common in mountain regions including harsh sun exposure, rain, sleet, snow, wind, hail, lightning mud and other natural weather conditions. Participant understands Zip Line routes may be several hundred feet above the ground. Take off and landing zones utilized include dirt, rock, trees and man made wood platforms. Due to natural expansion and contraction of the wire rope used in the zip line tour and or the weight of individuals participating in the tour, impact between Participant's body and the obstacles at landing and takeoff points is possible and may cause injuries, abrasions or even death. Participant should follow the direction of the guides and remain diligent to minimize risks associated with the activity.

I understand and agree that I am solely responsible for all damage(s) and injuries incurred or caused by and to myself while on the Zip Line activity.

I understand and agree that I must not participate in the Zip Line if I am under the influence of alcohol or drugs or otherwise impaired.

If the Zip Line participant is under 18 years old then their parent(s) or legal guardian must agree to all these conditions and sign this form to participate in this Activity. Proof of age is required.

I agree that I will use at my own risk any equipment that I provide or may borrow or rent from Adventures Out West.

AOW accepts no responsibility for personal possessions no matter what the cause of their damage or loss.

Any physical activity in Colorado is more strenuous because of the high altitude. I understand that the driver/guide is not a medical professional and cannot assess my physical or emotional condition. **I have consulted my personal physician or taken whatever steps I deem necessary to determine that my family and I (including minor children) are in good health with no physical or psychological problems or illness that might limit our participation.** My family and I have the physical strength and presence of mind to handle the physical exertion at altitudes up to 9000feet associated with the activity for which we have contracted.

I understand and acknowledge that no medical insurance coverage or benefits will be provided to me during or after the Zip Line tour or related events. I affirm that I have medical insurance or personal financial sources sufficient to cover the cost of rescue, transportation and/or medical treatment that I may require, and agree to pay such expenses incurred on my behalf. I understand that, if I am injured or become ill, that medical help may be delayed or not available because activities occur in remote areas.

AS LAWFUL CONSIDERATION for (name and weight of Participant) _____ (___lbs.) and

Spouse _____ (___lbs.) and **Minor 1.** _____ age () weight (___),

Minor 2. _____ age(____) weight (___), **Minor 2.** _____ age(____) weight (___).

being permitted by Adventures Out West (AOW) to participate in the referenced activities, **I DO HEREBY RELEASE** Marketing Services Inc. of Pueblo (MSI), Adventures Out West (AOW), Landowners (including but not limited to Waltons Mountain Lodge, LLC, UU CAM, LLC and others) and their agents, employees and associates FROM ANY LEGAL LIABILITY including any liability from claims that could arise from the negligence of Marketing Services Inc. of Pueblo (MSI) or Adventures Out West (AOW), or from the negligence of their agents, employees and associates, AND I FURTHER AGREE NOT TO SUE, CLAIM AGAINST, ATTACH THE PROPERTY OF OR PROSECUTE Marketing Services Inc. of Pueblo (MSI), Adventures Out West (AOW), Landowners, and their agents, employees and associates, AND I FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Marketing Services Inc. of Pueblo (MSI), Adventures Out West (AOW), Landowners, and their agents, employees and associates from any claims brought against them as a result of my or my spouse's participation in this activity or as a result of my or my spouses participation in related activities. **I have and do hereby assume all the above risks, including negligence of AOW and its agents, employees, and associates and waive all potential claims, and demands of any kind or nature whatsoever including injury or death** which have or may arise out of, or in connection with this activity or participation in other related activities.

I am aware that this contract is an assumption of risk acknowledgement and a waiver and release of liability agreement and I sign it voluntarily. The terms of this contract shall serve as a release and assumption of risk for my heirs, executors and administrators and for all members of my family, including any minors accompanying me. The proper venue for any legal action arising out of this activity, whether contract or tort, shall be in the State Courts of El Paso County, Colorado.

Today's Date _____ Signature _____ Spouse's Signature _____