

PIKES PEAK ZIPLINES 2018

ADVENTURES
OUT WEST

****READ BEFORE SIGNING** PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

Participant Name: _____ AGE: _____

In consideration of being allowed to participate in any way in the Zip Line - Aerial Adventure Program, related events and activities including travel to and from sites (hereafter called the **Program**), I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant during all phases of the activity, including the potential for injury, permanent paralysis, disability and death. **These risks include but are not limited to:** Equipment failure and/or malfunction of my own or other's equipment; my own negligence and/or the negligence of others; motorized vehicle accidents, injury inside or outside the transport vehicles, attack or encounter with insects, reptiles or animals with the risk of them causing bodily injury or illness – even without accident or unusual occurrence; fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of accident; risks of exposure to elements, excessive heat, hypothermia, impact of the body upon the water, falling rocks, branches, participants or other objects, striking trees, branches, rocks, cliffs/hillsides or platforms, muscular/skeletal strains, sprains and fractures, **I agree to wear and use as instructed any safety equipment provided to me and recognize that failure to do so increases the potential for severe injury or death and absolves the (RELEASEES) from any liability whatsoever.**

2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation in the Program.

3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

4. I recognize that it may be necessary for the **(Releasees)** to refuse or terminate my participation if I am judged to be incapable of meeting the rigors or requirements of the Program. I accept the **(Releasees)** right to take such actions for the safety of myself and/or other participants. I will not engage in any activity beyond my capabilities and will not cause any third party to be endangered by any of my actions during the program.

5. I warrant and represent that I am in good health and have no physical or mental limitations or problems that would affect my safe participation or the safety of others in the program and have not been advised otherwise by a qualified medical person. I meet all physical, health and weight limits set by the **(Releasees)** as a requirement to participate in the **(Program)**. I understand that AOW employees are not medical professionals and cannot accurately assess my ability to participate.

6. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.

7. I agree that the **Venue of ANY dispute, lawsuit or disagreement** that may arise out of my/our participation in the **Program** will be; the **Superior Court, District Court or Supreme Court applicable to the jurisdiction of El Paso Cty.**

8. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS MARKETING SERVICES, INC. OF PUEBLO DBA PIKES PEAK ZIPLINES and Adventures Out West; The Broadmoor Hotel Inc. Et Al**, its officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, permit grantors, independent contractors, sub-contractors and, if applicable, owners and lessors of premises; **Waltons Mountain Lodge and UUCam llc.** used to conduct the **Program (RELEASEES)**, from any and all claims, demands, losses, and liability including attorney fees arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

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

X
Participant's Signature _____ Weight _____ Date _____

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents due to my minor child's involvement or participation in these **Programs** as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

X
Parent/Guardian Signature _____ Date _____ Emergency Phone Number(s) _____