

RELEASE AND WAIVER
ZIPLINES FAMILY ADVENTURES, LLC
d/b/a ZIP GATLINBURG/GATLINBURG ZIPLINE ADVENTURES
905 River Road, Suite 1
Gatlinburg, Tennessee 37737

CUSTOMER NAME: _____

DATE OF BIRTH _____

NAME OF GUARDIAN (IF CUSTOMER IS UNDER 18) _____

ADDRESS: _____

TELEPHONE: (_____) _____ WEIGHT: _____

ARE YOU PREGNANT? _____

DO YOU HAVE ANY MEDICAL CONDITIONS WE SHOULD BE AWARE OF (IF SO, WHAT ARE THEY?) _____

NOTICE: THIS RELEASE AND WAIVER AFFECTS YOUR LEGAL RIGHTS.
PLEASE READ IT VERY CAREFULLY AND UNDERSTAND IT BEFORE YOU SIGN.

Ziplines Family Adventures, LLC, doing business as Zip Gatlinburg and Gatlinburg Zipline Adventures, is referred to herein as "COMPANY". In consideration of the services that Company will provide to me, I hereby promise and agree on behalf of myself (and, if I am signing this document on behalf of a person who is under the age of eighteen, on their behalf as Legal Guardian), and my heirs, assigns, personal representatives and estate (or those of the minor if I am Legal Guardian) as follows:

1. I recognize and acknowledge that there are risks inherent in any activity. The same factors that contribute to enjoying an activity may also result in damages, injury, illness or, in certain cases, serious injury or death. **Having acknowledged that risks exist. I hereby specifically accept and assume all risks, including the following specific risks, that may arise by participating in the Ziplines Family Adventures, LLC tour or ride (the "Activity"):** (a) my participation in the Activity may result in accidents, injury, serious injury and/or death; (b) such injuries or accidents may occur in remote places where there are no immediately available medical facilities; (c) during the Activity, I may experience fatigue, extreme heat, chill and/or dizziness which may diminish my reaction time and that of others and may therefore increase the risk of accident; (d) changing weather, fog, rain, sleet, snow, and/or other conditions, slippery trails and/or roads, falling rocks, and erosive cliff edges through or near which I will be walking and/or traveling, my own inability to properly participate in the Activity or to follow rules and directions concerning the Activity and unforeseeable events may all contribute to the chances of accident and/or injury. INITIAL (____)

2. I hereby confirm that I am at least eighteen years of age or my legal guardian has read this Release and has taken all responsibility for my participation in the Activity, that I am physically and mentally capable of participating in the Activity, that I will comply with all of the instructions and safety requirements for participating in the Activity, that I am capable of using the equipment provided to me by the Company, and that I am participating in the Activity voluntarily and of my own free will. **I acknowledge that I will be required to listen to and follow rules and guidelines for participating in the Activity, including but not limited to the following:**

- **I will abide by all instructions provided to me by the Company, and the Company's designated guides.**
- **I will not make any adjustments to my equipment and I agree that all adjustments will be made only by or with the assistance of a Company tour guide, and I will notify a guide of any concerns about fit or adjustment of equipment.**
- **I will not intentionally flip myself over or invert myself while on the zipline or Activity.**
- **I will hold on with at least one hand at all times while zipping or involved in the Activity.** INITIAL (____)

3. I understand and agree that Company reserves the right to refuse to permit me to participate in the Activity, and that the Company may terminate my participation in the Activity if it believes me to be incapable of following the instructions or meeting the safety requirements or the rigors of participating in the Activity. I hereby release Company, its members, and its employees from any liability if I am prevented from participating in the Activity for any reason. INITIAL (____)

4. I agree that if anything in this Release cannot be enforced, then whatever is found to be unenforceable shall be severed from the Release and the rest of the Release shall be enforced without the severed section. I intend to release Company from any liability, to the full extent allowed by law. INITIAL (____)

5. **I hereby agree to assume full responsibility for myself and anyone else over whom I am legal guardian, for bodily injury, death, or damages incurred as a result of my participation in the Activity. I further agree to defend, indemnify, release, and hold harmless Ziplines Family Adventures LLC, Zip Gatlinburg, Gatlinburg Zipline Adventures, Glideriders and their affiliates, agents, employees, officers, members, and owners from any liability WHATSOEVER, including injury, death, loss of property, expenses, Company's costs of defense and Company's attorney fees, resulting from my participation in the Activity and/or any lawsuit or litigation resulting from my participation in the Activity.** INITIAL (____)

6. I hereby agree and confirm that the venue of any claim, action, or dispute arising under this agreement and Release, or as a result of my participation in the Activity, shall be Sevier County, Tennessee. INITIAL (____)

I READ, I UNDERSTAND, AND I ACCEPT THE TERMS AND CONDITIONS OF THIS RELEASE AND WAIVER.

Customer Signature: _____

Print Name: _____ Date: _____

Legal Guardian Signature if Customer under 18: _____

Print Name: _____ Date: _____

