

## Zip Line Participation Agreement Acceptance of Risks & Release and Indemnification Agreement

This agreement must be read, acknowledged and signed by ALL participants.

Adults (persons 18 years of age and older) will sign for themselves.

Minors (persons under 18 years of age) must have their parent or legal guardian sign for them.

**NO one may ride the zip line unless a signature is provided.**

The parties to this agreement are Liquid Planet, LLC doing business as Liquid Planet Water Park ("Provider") and the person(s) signing this agreement ("Participant" or "Parent").

To the best of my knowledge, I am in good physical condition and fully capable of participating in this activity.

I agree to participate in this activity in accordance with the written safety rules that are posted as well as those explained to me by Liquid Planet Water Park employees or their agents. I agree to wear the safety equipment provided to me and to follow all safety instructions given to me. I acknowledge that if I do not participate in accordance with the written safety rules or refuse to follow the instructions given to me by Liquid Planet personnel that I will be asked to remove myself from the activity and that no refund will be made by the company to me. I acknowledge and accept the fact that this activity has inherent risks associated with it. I am fully aware of the risks and hazards associated with participating in this activity, including physical injury or even death, and hereby elect to voluntarily participate in this activity.

I hereby RELEASE, WAIVE and DISCHARGE Liquid Planet, LLC (doing business as Liquid Planet Water Park), its owners, officer, servants, agents and employees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, while participating in this activity, or while on the premises where this activity is being conducted. I further COVENANT NOT TO SUE the company, its owners, officer, servants, agents and employees for or on account of any claims released to me herein.

I UNDERSTAND AND EXPRESSLY ASSUME FOR MYSELF, MY HEIRS, ASSIGNS, LEGAL REPRESENTATIVES, EXECUTORS AND ADMINISTRATORS, ALL OF THE RISK AND DANGERS WHICH MAY BE ENCOUNTERED PRELIMINARY TO, DURING AND SUBSEQUENT TO THIS ZIP LINE ACTIVITY. I FURTHER RELEASE AND AGREE TO INDEMNIFY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTION, AND CLAIMS OF ANY KIND OR NATURE WHATSOEVER. WHETHER FORESEEN OR UNFORESEEN, ARISING OUT OF MY PARTICIPATION IN THIS ACTIVITY.

I also give my permission for Liquid Planet, LLC to use any and all written comments, pictures and/or movies in which I appear for publicity, promotion and advertising on behalf of the company.

By signing this release, I acknowledge that I have read this Zip Line Participation Agreement and the Acceptance of risk and indemnity agreement. I fully understand its terms and I understand that I have given up substantial rights by signing it, and intend my signature to be complete and unconditional release of liability to the greatest extent allowed by law.

**PLEASE PRINT. All fields are required. List each participant's information and sign. Parent or legal guardian must sign for minor.**

Name: \_\_\_\_\_ WT: \_\_\_\_\_ ( Office Use Only)

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Email: \_\_\_\_\_ (optional)

Name: \_\_\_\_\_ WT: \_\_\_\_\_ ( Office Use Only)

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Email: \_\_\_\_\_ (optional)

Name: \_\_\_\_\_ WT: \_\_\_\_\_ ( Office Use Only)

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Email: \_\_\_\_\_ (optional)