



## **Zipline Participant Agreement** **Including Assumption of Risk and Agreements** **of Release and Indemnification**

**Each participant (“Participant”), regardless of age, must understand this agreement. Adult participants (persons 18 years of age and older) must sign. No persons under the age of 8 are permitted to utilize the Zipline facilities at Kittatinny Canoes. No person will be admitted on the Zipline unless this document is properly completed and signed by adult Participants and Parents.**

In consideration for the services of operating the Zipline complex at Sun NG TRS Kittatinny, LLC, Sun NG Kittatinny RV, LLC, d/b/a Kittatinny Canoes (“Operator”), I, adult Participant or Parent, acknowledge and agree as follows:

### **DESCRIPTION OF ACTIVITIES COVERED:**

I understand that this agreement includes any and all activities in any way related to enrollment or participation in events or services provided, arranged, organized, conducted, sponsored, authorized or allowed by the OPERATOR (hereinafter referred to as “The ZIPLINE TOUR”). The ZIPLINE TOUR includes, but is not limited to, the following activities/situations/elements in which I am knowingly and willingly choosing to participate:

1. **Moving About the Property.** The OPERATOR allows the PARTICIPANT to walk freely in and around buildings and Adventure Center facilities as well as hike on designated trails. The PARTICIPANT must agree to follow all posted signage and placards.
2. **Vehicle Transport.** Transport in any vehicle used by the OPERATOR.
3. **Orientation and Instructional Courses.** Guide conducted safety briefings in outfitting areas or on instructional elements designed to educate the PARTICIPANT.
4. **Stairways and Ladders.** Structures built to enable the PARTICIPANT to ascend steep slopes or access high platforms by climbing. This may require the use of personal protective equipment (such as harnesses, lanyards and pulleys) and methods approved by the OPERATOR.
5. **Platforms.** Structures built at heights of up to 60 feet that allow the PARTICIPANT to stand and move about freely while using personal protective equipment (such as harnesses and lanyards) and methods approved by the OPERATOR.
6. **Zip Lines or Traverse Cables.** Cables suspended at heights of up to 140 feet designed for the PARTICIPANT to traverse using personal protective equipment (such as harnesses, lanyards and pulleys) and methods approved by the OPERATOR.
7. **Suspension Bridges or Sky--Bridges.** Bridges built at heights of up to 60 feet that allow the PARTICIPANT to traverse from platform to platform using personal protective equipment (such as harnesses, lanyards and pulleys) and methods approved by the OPERATOR.
8. **Emergency Rappels.** Controlled descents on rope using personal protective equipment (such as harnesses, lanyards and belay devices) and methods approved by the OPERATOR.
9. **Other.** Any other activity in any way related to Participant’s enrollment or participation in any of the activities provided by the Operator.

### **DESCRIPTION OF RISKS:**

I understand, acknowledge and accept that participation in the ZIPLINE involves risks and that a number of these risks are inherent to the ZIPLINE TOUR and cannot be eliminated without changing the nature of the activity and the activity’s value and appeal. The inherent risks associated with the ZIPLINE may include, but are not limited to, the following: Emotional risks such as hurt feelings, panic, or psychological trauma. Physical risks such as small scrapes, bruises, stings, broken bones, sprains, neurological damage, shock, and, in extraordinary cases, death. The property on which the ZIPLINE is located includes rocky, wooded terrain, cliffs, ravines, and creek beds which may be home to potentially harmful plants and animals, including but not limited to snakes, ticks, and poison ivy. Injuries may be the natural consequence of activities undertaken.

Injuries may be due to acts of negligence on the part of the guide and/or other participants. Injuries may be the result of structural design or failure. Injuries may be the result of personal protective equipment failure including but not limited to harnesses, lanyards, pulleys, ascension devices, belay devices and lowering devices. Injuries may be the result of environmental hazards. Injuries may occur in spite of efforts taken by the OPERATOR and staff to prevent them.

**ASSUMPTION OF RISK**

I acknowledge and voluntarily assume the risks of illness, injury, and death associated with these activities, inherent or otherwise, and whether or not they are described above. I understand that the zipline activities include those described above. Participants may engage in other activities, supervised and not supervised. If the Participant is a minor I, Parent, have the discussed the activities and risks with him or her, and the child wishes to participate nevertheless.

**PARTICIPATION REQUIREMENTS:**

I acknowledge that Participants must comply with the following requirements established by the OPERATOR. I understand that the zipline tour is designed for participants in reasonably good health and is located in a remote wilderness setting far from medical attention. Due to the nature of the tour, the OPERATOR reserves the right to refuse participation to anyone.

**Physical Requirements:**

- Participants must wear closed-toe shoes.
- Participants must have the strength to pull themselves along the cable and slow themselves using a glove to create friction on the cable.
- Participants must be in moderate to good health.
- Participants must be at least 8 years old to participate.
- Participants must weigh between 60 and 250 lbs.
- Participants must bring all medication needed at a moment's notice with them on the tour.

**Important: If the following conditions cannot be acknowledged, participation may be denied.**

I declare that I am in reasonably good health, not pregnant, do not have existing injuries, do not have any serious musculoskeletal disorders, do not have epilepsy or seizure disorders that impair my ability to drive, am not under the influence of alcohol, illegal drugs or prescription drugs that impair me in any way, do not have a heart condition that require immediate medical attention, do not have hemophilia or disorders that require me to take high doses of blood thinning medication.

\_\_\_\_\_ (Initials, if Participant meets these requirements, if not consult a staff member.) Please list all medications that the PARTICIPANT may need at a moment's notice: \_\_\_\_\_

Please list all drug allergies and general allergies of the PARTICIPANT: \_\_\_\_\_

**AGREEMENTS OF RELEASE AND INDEMNITY:**

I, an adult PARTICIPANT hereby agree as follows:

1. I hereby release the OPERATOR, its staff, owners, directors, volunteers, independent contractors, representatives and owners of the property on which the tour is conducted ("Released Parties") from any and all liability for any loss, damage, expense or injury, including death, that I, or a member of our respective families may suffer, from my presence on the zipline tour or zipline facilities or participation in the tour's activities. This release extends to claims arising from any cause whatsoever, including negligence of a Released Party, breach of contract, products liability or breach of any duty to protect me from risks or hazards of the zipline activity, excepting gross negligence or intentionally wrongful conduct.
2. I hereby agree to hold harmless and indemnify (that is, defend and pay, including costs and attorneys fees) the Released Parties and each of them from liability for any claim, including damage to property or personal injury and death, to any third party, arising from or in any way related to my presence on the zipline tour or zipline facilities or participation in the tour's activities. This indemnity includes claims arising from the negligence (but not the gross negligence or intentionally wrong conduct) of a Released Party.

3. I accept responsibility for all expenses that may be incurred for any illness or injury that may result from my presence on the zipline tour or zipline facilities or participation in the tour's activities.

**OTHER:**

I, an adult PARTICIPANT hereby agree as follows:

I agree that the substantive laws of the state of New York (but not those laws which may apply the laws of another jurisdiction) shall govern this agreement and that the courts with jurisdiction in Sullivan County, NY shall have jurisdiction in any dispute that may arise between the PARTICIPANT and the OPERATOR.

1. I agree that should any part of this agreement be judged invalid by a court with proper jurisdiction that all other parts of this agreement not so judged shall nevertheless remain valid and in effect.
2. I agree that Participant will follow all of the directions given by any employee or volunteer of the OPERATOR, and that if not, Participant will be removed from the tour. I understand that accidents can occur even if those instructions are followed and have so advised the minor Participant, if any.
3. I have read, and fully understand this agreement. I am aware that by signing this agreement I am waiving the rights described above which I or my heirs, next of kin, executors, administrators, assigns and representatives may have.
4. I hereby grant full permission to the OPERATOR to use any photographs or video taken of me during the ZIPLINE for any promotional purpose.

**PLEASE PRINT THE FOLLOWING REQUIRED FIELDS.**

PARTICIPANTS FULL NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

\_\_\_\_\_  
Participant or Parent's Signature

\_\_\_\_\_  
Date