

FRENCH LICK ZIP LINES

PARTICIPANT REQUIREMENTS, ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION WAIVER.

The French Lick Zip Lines Activity (as defined below) is designed for individuals in reasonably good health. Due to the nature of the tour, French Lick Zip Lines reserves the right to refuse participation to anyone. The French Lick Zip Lines Activity is operated in an isolated environment, and immediate medical attention may not be available. French Lick Ziplines cannot be responsible for any valuables dropped from the tour or left in the vehicle of the Undersigned (as defined below). The Undersigned must sign the Voluntary Participation Agreement Form prior to Participant's participation.

PARTICIPANT REQUIREMENTS

Please review the following regulations:

- Participant must weigh at least 70 pounds, and not more than 250 pounds.
- A Participant under age 18 must have a parent or legal guardian sign the Voluntary Participation Agreement Form.
- A Participant under age 14 must have a parent or legal guardian accompany them on the tour.

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If Participant has any of the following medical conditions, French Lick Ziplines STRONGLY recommends the Undersigned consult Participant's physician prior to participation, and discuss any concerns with Participant's guide:

- Heart disease or any cardiac condition that may require immediate medical attention.
- Hemophilia • Epilepsy • Asthma • Diabetes.
- Take any blood thinning medications.
- Insulin dependent
- If Participant has severe allergic reactions.
- Severe recent, reoccurring or existing injuries.
- Obesity.

If Participant has any medical considerations list them below:

(Leaving the line blank indicates none)

Attire and preparation:

- Please wear comfortable clothing which protects Participant's torso from rubbing caused by the seat and chest harnesses.
- Please remove loose or dangling jewelry and body piercings.
- Please tie back and secure long hair.
- Please remove all valuables, including, but not limited to, rings, necklaces, bracelets and personal electronics.
- Cameras are welcome on the tour; however, Participant is solely responsible for its transport and condition.
- Participant must wear sturdy, closed-toe shoes with an ankle strap.

Participant cannot participate in the French Lick Zipline Activity if Participant is:

- Pregnant or believes Participant may be pregnant.
- Under the influence of alcohol, illegal drugs, or legal drugs that impair Participant in any way.

GUIDE CAN AT ANY TIME REJECT OR REMOVE A
PARTICIPANT FROM THE ACTIVITY FOR THE SAFETY OF THE PARTICIPANT.

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VOLUNTARY PARTICIPATION AGREEMENT, RELEASE OF LIABILITY & INDEMNIFICATION WAIVER

This form must be signed by all Participants prior to participating in the French Lick Zip Lines Activity. If the Participant is a minor, at least one parent or guardian must also sign as evidence of their agreement to these terms and conditions on their own behalf and on behalf of the minor. The person who is participating in the French Lick Zip Lines Activity or any other event or program with French Lick Zip Lines shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. The Undersigned agrees and understands that participating in a zip line tour, walking, hiking, climbing on rocks and slopes, zipping, rappelling and traveling to and from the Activity site (hereinafter the "Activity") can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH.

The Undersigned acknowledges that Participant has voluntarily applied to participate in the Activity operated by French Lick Zip Lines of which is a physically demanding and hazardous activity. The Undersigned acknowledges that Participant does not have any medical condition which might create an unsafe risk to Participant or others who are participating in this Activity with Participant. The Undersigned has also read and understands the Participant Requirements explained in this agreement.

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1. Acknowledgment of Risks

The Undersigned understands that the Activity may expose Participant to certain risks which cannot be avoided. The Activity requires moderate physical exertion and is conducted at varied heights. The potential hazards and risks of the Activity and use of the premises and equipment are, but are not limited to, the following: falls; collisions; abrupt and possibly harmful contact with structures, objects and persons; anxieties and fears associated with heights; close contact with other people; coordination and misjudgments on the part of participants or negligence of guides; the failure of structures or equipment; and the unpredictable forces of nature.

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Participant may experience increased heart rate and other symptoms of anxiety and stress due to physical exertion, reliance on other participants, a fear of height, or of unprotected falling, loss of balance, coordination and misjudgments, including failure to follow procedures and instructions, physical or mental or psychological stress, fatigue, chill and /or dizziness which may diminish reaction time and increase the risk of an accident. Injuries associated with participation may include breaks, sprains, bruises, and in extreme cases, emotional upset, anxiety and even death. The Undersigned acknowledges that the description of risks is not complete and that other unknown or unanticipated risks may result in injury, illness or death. The Undersigned acknowledges that this activity is purely voluntary, and with full knowledge of the inherent risks in such activity.

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2. Assumption of Risks

The Undersigned understands that the Activity is hazardous. The Participant is voluntarily participating in the Activity with knowledge of the danger involved. The Undersigned hereby accepts any and all risks of injury or death to Participant arising out of or in any way connected with the Activity, and/or any of the affiliated organizations of French Lick Zip Lines.

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3. Release and Indemnity:

As consideration for Participant being permitted to participate in the Activity, the Undersigned hereby agrees that the Undersigned, the Undersigned's assignees, heirs, and/or as the parent/ guardian of a minor participant, will release and hold harmless and not bring any claim or legal suit against French Lick Zip Lines, its directors, managers, officers, agents, employees and volunteers or its affiliated organizations or the supplier of any of the equipment used in the activity ("Released Parties"), for any and all claims of injury, disability, death or other loss or damage to person or property suffered by the Participant arising in whole or in part from participation in this Activity, both foreseeable or unforeseeable.

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In addition, the Undersigned agrees TO INDEMNIFY (that is, defend and satisfy by payment or reimbursement, including costs and attorney's fees) Released Parties from any claim of loss, injury or death, brought on by the Undersigned against another co-participant. These agreements of release and indemnity include loss or damage caused or claimed in whole or in part by the negligence of a Released Party, but not intentional wrongs or the gross negligence of a Released Party.

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4. Severability

If any provision of this agreement is held to be void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall nevertheless be fully enforceable, unimpaired by such holding.

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