

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Glacier Ziplines LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "GZ"), I hereby agree to release, indemnify, and discharge GZ, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation involving the zip line entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: The zip lines are based on the "challenge by choice" principle. At any time you and/or your group are free to withdraw from participation in the zip line course activities and its potential for: slips and falls; the risk of falling from significant heights, standing or walking near slopes and steep cliffs; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening injuries; musculoskeletal injuries including head, neck and back injuries; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, heat stroke, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; the negligence of other participants or persons who may be present; the forces of nature, including lightning and rapid weather changes; the risk of exposure to insect bites; the risk of cold including hypothermia; transmissible pathogen or disease; my own physical condition, and the physical exertion associated with this activity.

Furthermore, GZ employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless GZ from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of GZ's equipment or facilities, **including any such claims which allege negligent acts or omissions of GZ.**
4. Should GZ or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against GZ, I agree to do so solely in the state of Montana, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care..

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by GZ to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless GZ from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____



Photo Release & Emergency Contact Form

Glacier Ziplines, LLC
7840 HWY 2 E
Columbia Falls, Mt 59912

Permission to Use Photograph

Subject: Zip Lining at Glacier Ziplines, LLC

I grant to Glacier Ziplines, LLC, its representatives and employees the right to take photographs and/or video of me and my property in connection with the above identified subject. I authorize Glacier ZipLines its assigns and transferees to copyright, use and publish the same in print and/or electronically.

I agree that Glacier Ziplines, LLC may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

I have read and understand the above:

Signature _____

Printed name _____

Address _____

Date _____

Signature, parent or guardian _____

(if under age 18)

Emergency Contact

Name of Emergency Contact: _____

Phone Number: _____

Will Emergency Contact be on Glacier Ziplines, LLC property during your tour? (Please circle) YES / NO