

PARTICIPANT AGREEMENT FORM

	Birthdate	Age	Weight		
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Address Class Charles The		NI	T		
Address, City, State, Zin	ss. City. State. Zin		Phone Number		

If Participant is <u>under 18</u>, the following form must be reviewed and completed by a parent or legal guardian. By signing below, parent or legal guardian and minor acknowledge, agree and certify that they reviewed, fully understand and will abide by all park rules and safety instructions.

If Participant is 15 or under he/she must be accompanied by a parent or guardian at all times.

Medical Information:

You cannot participate in the zip-line tour if you are:

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

If you have any of the following medical conditions we STRONGLY recommend you consult your physician prior to participation, and discuss any concerns with your guide:

- Heart disease or any cardiac condition that may require immediate medical attention
- Neck or back injuries Recent, reoccurring or existing injuries Severe allergic reactions
- Hemophilia Epilepsy Asthma Diabetes Currently taking any blood thinning medications

Participant Requirements:

- Please wear comfortable clothing that protects from rubbing caused by the seat and chest harness
- Please remove loose or dangling jewelry and body piercings
- Please tie back and secure long hair
- Please remove all valuables including rings, necklaces, bracelets and personal electronics
 - High Life Adventures is not responsible for any lost or damaged valuables
- Cameras are welcome, however, you are solely responsible for its transport and condition
 - High Life Adventures is not responsible for any lost or damaged cameras

Please review the following regulations:

- You must weigh at least 60 pounds and no more than 300 pounds to participate
- You must be able to carry 15 pounds of equipment during the duration of the zip-line tour
- You must be able to complete a moderate hike on a hilly terrain
- You must wear sturdy, closed-toe shoes secured by laces or straps
- Youth age 15 and under must have a parent or legal guardian accompany them on the tour

What to expect:

Your zip line tour will take 2 to 3 hours depending on the size of your tour group Your tour guides will be responsible for all clipping/unclipping and braking, so sit back and relax Don't forget- "If your guides give you a good zip, feel free to leave them a nice tip"

Please note: High Life Adventures cannot guarantee a tour's specific ending time

Emergency contacts:		
Name:	Phone #:	Relationship:
Name:	Phone #:	Relationship:
an activity designed for particip	oants in reasonably good heal	ANDS and AGREES that zip-lining is th. Participant certifies and warrants could limit Participant or cause harm
reserves the right to refuse presponsible for any valuables of	participation to anyone, and bropped from the tour or left es to fully comply and abide	d agrees that High Life Adventures is not to lost on the premises. Participant by the High Life Adventures rules,
Participant Signature:		Date:
Parent/Legal Guardian:		Date:
High Life Adventures Staff Che	eck List	
Waiver form completed	in full by participant (and their	parent or legal guardian if under 18)
Within weight range	Age requirement confi	irmed by ID Staff initial

HIGH LIFE ADVENTURES, LLC

PARTICIPANT INFORMATION, REQUIREMENTS, ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION WAIVER

READ CAREFULLY BEFORE SIGNING THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS

This Agreement entered into by and between the Participant identified below (hereinafter "Participant"), or Participant's parent or legal guardian, as the case may be, and HIGH LIFE ADVENTURES, LLC, an Oregon limited liability company (hereinafter "HLA").

Participant or Participant's parent or legal guardian should initial next to each Section of this Agreement, and sign the Agreement on the signature line at the end. This Agreement must be signed by Participant's parent or legal guardian if Participant is under the age of 18 or otherwise lacks legal capacity to enter into this Agreement. If Participant's parent or legal guardian is signing this Agreement on behalf of Participant, the parent or legal guardian should discuss each section with Participant prior to initialing and signing.

Acknowledgment of Risks

Participant understands and agrees that participation in the activities offered by HLA, including but not limited to ziplines (which descend an elevated wire at high speeds) and swings and outdoor recreational activities (including but not limited to launching and landing multiple zip lines, kayaking, paddleboarding, boating, fishing, picnicking, and day camping), is physically demanding and may involve foreseeable and unforeseeable risks and hazardous activity which may be dangerous and involve the risk of severe injury, permanent disability and/or death, and/or property damage to Participant or bystanders. Such risks include, but are not limited to: physical maneuvering such as bending, twisting, lifting, climbing, and swinging; increased heart and breathing rates; equipment malfunctions and/or human error resulting in slipping and/or falling from heights, excessive speeds, striking objects (both natural and man-made) and/or other persons at high speeds, and the trapping of persons and/or body parts; dizziness, nausea and fatigue; exposure to adverse weather and environmental conditions; exposure to poison oak, wild animals, insects, snakes, reptiles, and similar hazards; all-terrain vehicle, recreation vehicle and car accidents; and tripping or other injuries resulting from traveling on the trails and/or roads to and from the activities. Participant acknowledges that while HLA will make every reasonable effort to minimize exposure to known risks, it cannot eliminate all risks, whether foreseeable or unforeseeable.

Participant understands and acknowledges that HLA is not an insurer of Participant's behavior, actions or participation in any activity offered by HLA, and that HLA assumes no liability whatsoever for personal injuries, up to and including death, or property damage to Participant or to third persons arising out of Participant's participation in any such activities.

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Assumption of Risks, Release of Claims, and Duty to Indemnify

Participant freely and voluntarily desires to participate in the activities offered by HLA with knowledge of the risks involved and hereby agrees to assume and accept any and all risk of injury, death, or other damage or loss from such participation.

In consideration of the benefit conferred upon Participant by Participant's voluntary participation in the activities offered by HLA, Participant, or Participant's parent or legal guardian, as the case may be, hereby agrees to release, waive, covenant not to sue, indemnify and hold HLA harmless, along with its members, managers, employees, agents, and each and every landowner upon whose property the activities offered by HLA are conducing (including but not limited to where vehicles are or may be parked) from any and all liability, claims (including but not limited to claims for attorneys fees), demand, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant, or loss or damage to any property belonging to Participant arising out of or related to participation in the activity, including but not limited to any such loss, damage or injury that may arise as a result of the negligence of HLA. Further, Participant, or Participant's parent or legal guardian as the case may be, agrees to indemnify and hold HLA, along with its members, managers, employees, agents, and each and every landowner upon whose property the activities offered by HLA are conducted (including but not limited to where vehicles are or may be parked) free and harmless from any and all liability, losses, damages, costs, expenses (including but not limited to attorneys fees), claims, actions, demands and injury of whatever nature caused to third parties, whether to person or to property, by Participant's negligent or intentional acts or omissions while participating in any activities offered by HLA.

Rules of Participation

Participant agrees to comply with HLA's rules, standards and instructions for participating in the activities, including but not limited to rules concerning height and weight restrictions, health restrictions, clothing, jewelry and hair restrictions, and equipment requirements. Participant agrees that HLA shall have the right to enforce appropriate standards of conduct, and that it may at any time terminate Participant's participation in the activity for failure to maintain these standards or for any conduct of Participant which HLA considers to be incompatible with the interest, harmony, comfort, and welfare of other participants. If participation is terminated, Participant shall not be entitled to any refund of fees paid to HLA.

Participant agrees that photographs, pictures, slides, movies, video, audio or other media coverage of Participant may be taken during the activity without compensation by HLA, and Participant hereby consents to the use of such material by HLA and its agents for any legal purpose.

(Initial) _____

Scope of Release

Participant, or Participant's parent or legal guardian as the case may be, has carefully read these terms and understands their content and is aware that this Agreement constitutes a release of liability and a contract between Participant or Participant's parent or legal guardian as the case may be, and that this Agreement shall bind Participant and Participant's personal representatives, heirs, and next of kin. Participant, or Participant's parent or legal guardian as the case may be, acknowledges and agrees that the release of liability set forth in this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Oregon and that if any portion hereof is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. If this Agreement is being signed by Participant's parent or legal guardian, by signing this Agreement the parent or guardian represents and warrants to HLA that the parent or guardian has the authority to enter into this Agreement on behalf of Participant. This Agreement supersedes and replaces all prior writings, agreements and conversations between Participant or Participant's parent or legal guardian and HLA, and may not be modified other than in writing signed by all parties to this Agreement. This Agreement shall be binding upon the assignees, insurers, re-insurers, subrogees, distributors, heirs, next of kin, executors and personal representatives of the Participant or Participant's parent or legal guardian.

(Initial) _____

Additional Provisions

Participant agrees that the exclusive venue of any suit or claim against HLA for any reason whatsoever shall be filed in the Circuit Courts of Clatsop County, Oregon, and Participant consents to the jurisdiction of such Courts. This Agreement shall be governed by Oregon law.

I have carefully read and understand the provisions of this Agreement, including the ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION WAIVER, and agree to be bound by its terms.

Signature of Participant	Date	Printed Name
Signature of Participant's Parent or Legal Guardian	Date	Printed Name