



PARTICIPANT AGREEMENT FORM

Participant's Name (Parent or Guardian)

Birthdate

Age

Participant's Name (Minor)

Birthdate

Age

Participant's Name (Minor)

Birthdate

Age

Participant's Name (Minor)

Birthdate

Age

Address, City, State, Zip Code

Phone Number

Participant Requirements / Essential Eligibility Criteria:

- Participants must have the ability to follow verbal and/or visual instructions independently or with the assistance of a companion.
- Participants must be able to manage personal mobility through the course independently or with the assistance of a companion. Our course includes half of a mile of hiking on a moderate terrain. Other accommodations may be arranged prior to tour date if necessary (based on availability).
- Participants must be able to wear the required equipment according to manufacturer's recommendation.
- Participants must wear closed-toe shoes.
- Participants must weigh no more than 300 pounds.
- Youth participants must weigh at least 45 pounds and have a torso height of at least 14".
- Youth participants weighing between 45 and 59 pounds must ride tandem with a parent or chaperone. The combined tandem weight must be less than 300 pounds.
- Participants must not be under the influence of drugs or alcohol.
- Participants must not be pregnant.
- Participants with any of the following medical conditions should consult their physician prior to participation: 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; and/or currently taking any blood thinning medications.
- Participants age 15 and under must be accompanied by a parent, guardian, or chaperone participating on the tour with them.
- Participants under the age of 18 must have a parent or legal guardian signature on their *Participant Agreement Form*. By signing, parent or guardian and the minor acknowledge, agree and certify that they have reviewed, fully understand and will abide by all park rules and safety instruction.

Participant Suggestions and What to expect:

- Cameras or phones are welcome, however, you are solely responsible for their transport and condition. High Life Adventures is not responsible for any lost or damaged cameras, phones, or belongings.
- Please wear comfortable clothing that protects from rubbing caused by the harness.
- Please remove loose or dangling jewelry and tie back or secure long hair.
- Your zip line tour will take approximately 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!"
- High Life Adventures is proud to offer a non-smoking and non-vaping property.

HIGH LIFE ADVENTURES, LLC

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

READ CAREFULLY BEFORE SIGNING
THIS DOCUMENT AFFECTS YOUR 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.

In consideration of the permission to participate in the activities offered by HLA, Participant agrees to the terms contained in this document.

A. Assumption of Risks

Participant understands and freely agrees that participation in the activities offered by HLA are risky and hazardous, and that he/she may be exposed to dangers and hazards, including but not limited to zip lines (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), falls, dangerous weather, overexertion, fatigue, dizziness, nausea, exposure to poison oak or wild animals, vehicle accidents, negligence of others, or equipment failures.

Participant understands and freely agrees that that as a consequence of the above mentioned risks, as well as other risks not listed, he/she may be seriously hurt, disabled, or die from the resulting injuries, and property may also be damaged.

Participant understands and freely agrees 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 freely agrees that HLA is not an insurer of Participant's behavior (or other participants' behavior), actions or participation in any activity offered by HLA.

Participant understands that any equipment that I borrow or rent from HLA I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability.

(Initial) _____

B. Acknowledgement

Participant understands and agrees that HLA is not providing an essential public service. To the contrary, this is a private contract between Participant and HLA. HLA is not generally open to the public. Instead, HLA provides permission for Participant to enjoy in the activities.

Participant further understands and agrees that there are numerous recreational parks in the surrounding area and is free to participate elsewhere at his/her own choosing.

Participant understands and agrees that it may negotiate the terms of this Agreement. However, any changes must be agreed to in writing with the owner or manager of HLA.

Participant understands that Participant is responsible for following the safety guidelines established by HLA and for exercising caution and common sense at all times to avoid injury. Participant certifies that Participant is in good health and has no physical condition that would prevent participation in the activities offered by HLA. Participant consents to emergency medical treatment for Participant in the event such treatment is required, authorizes HLA personnel and/or emergency personnel to treat Participant if they deem it medically necessary for Participant’s health or well-being, and agrees that Participant is solely responsible for any medical expenses arising from any such treatment.

(Initial) _____

C. 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 agrees to release, indemnify, and hold harmless HLA, its officers and directors, owners, agents, landowners, affiliated companies/persons, and employees (“Released Parties”) from any and all claims for property damage, injury, or death which Participant may suffer or for which Participant may be liable to others, in any way connected with the participation in the activity. This release and indemnity agreement shall apply to any claim even if caused by negligence. The only claims not released are those based upon gross negligence, intentional or reckless misconduct, or any other liabilities that Oregon law does not permit to be excluded from this agreement. Participant also agrees not to sue or make a claim against the Released Parties for death, injuries, loss or harm that occur during participation in the activities offered by HLA.

(Initial) _____

D. 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) _____

E. Scope

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, assigns, 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 governed by Oregon law.

(Initial) _____

Emergency Contact: Name: _____ Phone #: _____ Relationship: _____

By completing and signing this form, Participant UNDERSTANDS and AGREES that zip lining is an activity designed for participants in reasonably good health. Participant certifies and warrants that Participant does not have any medical conditions that could limit Participant or cause harm to Participant by zip lining. Participant understands and agrees that High Life Adventures reserves the right to refuse participation to anyone, and that High Life Adventures is not responsible for any valuables dropped from the tour or left or lost on the premises. Participant further understands and agrees to fully comply and abide by the High Life Adventures rules, regulations, instructions and conditions at all times.

I have carefully read and understand the provisions of this Agreement, including the ASSUMPTION OF RISK, ACKNOWLEDGEMENT OF RISK, AND RELEASE OF LIABILITY AND INDEMNIFICATION, 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 _____

To be completed by High Life Adventures Staff -----

_____ Form completed in full by participant or guardian _____ Weight _____ Staff initial _____