

EcoLearn LLC dba Vista Lago Adventure Park
Participant Agreement, Release, and Assumption of Risk

BEFORE ENGAGING IN ANY VISTA LAGO ADVENTURE PARK OR ZIPLINE ACTIVITIES, EACH PARTICIPANT MUST FIRST CAREFULLY READ AND SIGN THIS FORM.

In consideration of being permitted to access the Aerial Adventure Park or Zipline, I, for myself, my heirs, next of kin, estate, legal guardians, personal representatives and assigns, agree as follows:

_____ 1. I ACKNOWLEDGE AND REALIZE THAT MY PARTICIPATION IN AERIAL ADVENTURE PARK OR ZIPLINE ACTIVITIES ENTAILS KNOWN AND UNANTICIPATED RISKS THAT COULD RESULT IN PHYSICAL AND EMOTIONAL INJURY, PARALYSIS, DEATH, OR DAMAGE TO MYSELF, TO PROPERTY, OR TO THIRD PARTIES. I expressly agree and promise to accept and assume all of the risk existing in these activities. My participation in the activities is purely voluntary, and I elect to participate in spite of the risks. 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.

_____ 2. I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS ECOLEARN, LLC dba VISTA LAGO ADVENTURE PARK, and its members, agents, employees, representatives, assignees, directors, officers, shareholders, and any other persons connected with these activities or any of the owners of the private or public property upon which this activity is conducted (hereinafter collectively referred to as "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION WHICH ARE IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THE AERIAL ADVENTURE PARK OR ZIPLINE ACTIVITIES OR MY USE OF THE RELEASED PARTIES' EQUIPMENT OR FACILITIES, INCLUDING ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENCE OF, OR OMISSIONS BY, ANY OF THE RELEASED PARTIES. I understand that RELEASED PARTIES seek safety, but they are infallible. I understand that I am releasing RELEASED PARTIES from any claims which allege negligence or omissions of the RELEASED PARTIES. Should RELEASED PARTIES, or any of them, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify them for all such fees and costs. In the event that I, or anyone acting on my behalf, brings a claim against any of the RELEASED PARTIES despite having waived the right to bring such claim, I agree that such claim must be governed by California law and exclusive jurisdiction shall be in San Luis Obispo County, California.

_____ 3. I ACKNOWLEDGE THAT I HAVE READ THE RULES, CONDITIONS, AND REGULATIONS OF THE AERIAL ADVENTURE PARK AND ZIPLINE ACTIVITIES AND AGREE TO COMPLY WITH THEM. I understand that this is a physical activity requiring dexterity and coordination. **I acknowledge that the following terms and conditions must be met in order to safely participate in the Aerial Adventure Park and Zipline activities**, and I represent that I can meet and perform them: 1) the ability to walk up and down steps without tiring and without assistance; 2) sufficient mobility and strength to climb a vertical ladder; 3) maximum weight to participate is 250 pounds, minimum weight to participate is 60 pounds; 4) the ability to access the platform/stand location high above ground without feeling ill; 5) the ability to listen and follow all safety briefings and operator instructions; and 6) good mental and physical health. Individuals with health concerns, disabilities, neck or shoulder problems, who are pregnant, who have heart trouble, seizure disorders or problems with balance should not participate in Aerial Adventure Park or Zipline activities.

_____ 4. I UNDERSTAND AND AGREE THAT I AM RESPONSIBLE FOR OBEYING ALL VERBAL AND WRITTEN INSTRUCTIONS AND WARNING SIGNS EXPLAINED OR POSTED AT THE WELCOME CENTER, AERIAL ADVENTURE PARK, ZIPLINE, AND CONCESSION AREAS. I understand and agree to the following: 1) I must maintain appropriate spacing between myself and other participants; 2) I must NOT engage in horseplay, free-swaying or body contact with other participants; 3) I must NOT engage in unauthorized or unsupervised use of the Aerial Adventure Park or Zipline or tamper with harness or safety devices; 4) I must NOT wear loose jewelry or shoes while using the Zipline; 5) I must maintain control at all times while engaging in Aerial Adventure Park and Zipline activities.

_____ 5. I ACKNOWLEDGE THAT I RECEIVED SAFETY AND OPERATIONAL INFORMATION BEFORE PARTICIPATING AND HAD THE OPPORTUNITY TO ASK QUESTIONS REGARDING SAFE PARTICIPATION IN AERIAL ADVENTURE PARK AND ZIPLINE ACTIVITIES. I was provided with, at a minimum, a safety harness and helmet, and was instructed that the harness and helmet must be secured properly and worn at all times while participating in the Aerial Adventure Park and Zipline activities. My initials indicate that I agree to hold harmless and indemnify EcoLearn, LLC dba Vista lago Adventure Park and all of its components.

_____ 6. I ACKNOWLEDGE AND AGREE THAT I AM IN GOOD HEALTH, FEELING WELL, FREE OF FEVER OR OTHER SYMPTOMS RELATED TO CORONAVIRUS (COVID-19) OR ANY OTHER FLU, VIRUS, OR ILLNESS. I further acknowledge I am responsible for maintaining a safe social distance of 6 feet from other participants and patrons of the Aerial Adventure Park, Welcome Center, Zipline, and Concession areas.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in these activities, I may be found by a court of law to have waived my right to maintain a lawsuit against any of the RELEASED PARTIES on the basis of any claim from which I have released them herein.

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.

*SIGNATURE OF PARTICIPANT

DATE

PRINT NAME OF PARTICIPANT

*SIGNATURE OF PARTICIPANT

DATE

PRINT NAME OF PARTICIPANT

A PARTICIPANT'S PARENT OR LEGAL GUARDIAN MUST SIGN IF THE PARTICIPANT IS UNDER THE AGE OF 18. The term "I", "he", "his", "she" or "her" in this release shall apply to the undersigned parent or guardian.

SIGNATURE OF PARENT OR GUARDIAN
Participant is Under the Age of 18

DATE

PRINT NAME OF PARENT OR GUARDIAN
Of Participant under the age of 18