

Tour Date: _____

Tour Time: _____

Guides: _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION IN THE EVENT OF AN ACCIDENT PLEASE READ CAREFULLY

_____ Last Name	_____ First Name	_____ Initials	_____ Weight
_____ Address	_____ City	_____ State	_____ Zip Code
_____ Country	_____ Date of Birth (mm/dd/yyyy)	_____ Email Address	

THIS AGREEMENT is made between LA JOLLA BAND OF LUISENO INDIANS, SKYLINE ZIPLINE GLOBAL, LLC, SKYLINE ECO-ADVENTURES, LTD, their representatives, agents officers, directors, servants and employees (collectively referred to as "**LA JOLLA BAND OF INDIANS**"), and the undersigned (referred to as "I")

LA JOLLA BAND OF INDIANS AND I agree as follows:

I, the undersigned (or legal guardians of the undersigned) understand and **EXPRESSLY AGREE** that "Ziplining" is an inherently hazardous sport that has many dangers and risks. Nonetheless, I wish to participate in this sport and agree to these terms as a condition of my participation.

In this Release Agreement the term "**Ziplining**" shall include all activities, events and services provided, arranged, organized, conducted, sponsored or authorised by the Releasees and shall include, but is not limited to: use of ziplines, suspension bridges, tree top trails, walkways; hiking, sightseeing, off-road vehicle tours or transport, and backcountry travel; orientation and instructional courses and sessions; and other such activities, events and services in any way connected with or related to Ziplining.

I AGREE it is my sole responsibility to view the "Zipline" area **BEFORE** I participate and to not participate if the area or adjacent areas or conditions are not to my satisfaction. I have been informed about and/or made aware of and hereby certify that I, or rider if rider is a minor, meet(s) all admission requirements in terms of height, weight, and any other requirement which may exist.

I understand that the parking areas, paths and walkways in and surrounding the "Zipline" area may contain ice or gravel consistent with a mountain environment. I realize that injuries are a common and ordinary occurrence for persons walking, riding and driving on these area's.

I, **EXPRESSLY AGREE**, as a condition of being allowed to participate in the sport of "Ziplining" and to use the premises, that I freely accept and voluntarily assume **ALL RISKS** of personal injury or death or property damage, and **FULLY RELEASE** The La Jolla Band of Luiseno Indians **FROM ANY AND ALL LIABILITY** for personal injury or death or property damage arising out of or resulting from my participation in this sport.

I have no medical conditions which would prevent me or rider (if minor) from actively participating in the Zipline.

I consent to having photos or videos taken of me while participating in "Ziplining" and to the publication of the photos or videos by the Releasees for advertising, marketing and promotional purposes.

I consent to receiving promotional emails from The La Jolla Band of Luiseno Indians (only), using the email address provided.

If participant is a **MINOR**, in exchange for The La Jolla Band of Luiseno Indians making the facilities available, the undersigned parent/guardian, to the fullest extent permitted by law, **AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS** The La Jolla Band of Indians from any and all claims, suits, costs and expenses including attorneys' fees for personal injury, death or property damage from and/or on behalf of said minor, even after the minor has attained majority, and/or claims from injured third parties arising or allegedly arising out of or resulting from said minor's conduct. The undersigned (or parent/guardian), hereby expressly **AGREES TO INDEMNIFY** The La Jolla Band of Indians for **The La Jolla Band of Luiseno Indians NEGLIGENCE**, whether partial or sole, in connection with all of the indemnification obligations set forth in this agreement. In addition, the undersigned parent/guardian signing below represents to The La Jolla Band of Luiseno Indians that they have the authority to enter into this contract on behalf of said **MINOR** and on behalf of any other parent or guardian of said **MINOR**.

ASSUMPTION OF RISKS

I am aware that participating Ziplining involves many risks, dangers and hazards including but not limited to: hiking on rough and uneven terrain; changing weather conditions which may cause the tree top trails, suspension bridges, walkways and Ziplines to be slippery; equipment failure; failure to properly adjust or fasten equipment; improper use of equipment; falls; over-exertion; fear of heights; failure to remain within designated areas; impact or collision with trees, other participants or guides; negligence of other participants or guides; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ZIPLINING. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

In exchange for, and in consideration of, The La Jolla Band of Indians making facilities and the premises available to me for participation in the sport of Ziplining, I KNOWINGLY CONSENT AND AGREE that any and all disputes between myself and The La Jolla Band of Luiseno Indians arising from my participation in Ziplining, and including any claims for personal injury and/or death, will be GOVERNED BY TRIBAL LAW and the EXCLUSIVE JURISDICTION thereof will be in the Tribal Court.

I, the undersigned, **HAVE READ AND UNDERSTAND** the terms of the above and the **FULL RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT**, which is an essential part of it. I am signing it freely and of my own accord, realizing **IT IS BINDING** upon myself, my heirs and assigns, and, in the event that I am signing it on behalf of any minors, that I have full authority to do so, realizing its **BINDING EFFECT** on them as well as myself.

If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties.

I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.

I have read the Release Agreement above and confirm that I meet the necessary general health and weight requirements and further agree to be bound by the terms of the Release Agreement.

Signed this _____ day of _____, 20_____

Signature of Participant (Parent/Guardian if Participant is under 18)

Witness Signature

Printed Name

Witness Printed Name