

Name: \_\_\_\_\_ Date: \_\_\_\_\_ Event/Location: \_\_\_\_\_

## **Adventure Zip KC, LLC dba Zip KC**

### **WAIVER AND RELEASE**

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.  
YOU MUST READ AND UNDERSTAND IT BEFORE INITIALING OR SIGNING IT

I, the named person, being above the age of 18 years, on behalf of myself, my heirs, assigns, personal representatives and estate and in consideration of the opportunity to participate with Adventure Zip KC, LLC in a zip line experience, do hereby acknowledge, agree, promise, and covenant with Adventure Zip KC, LLC their respective staff, members, managers, agents and employees (collectively hereinafter referred to as "Zip KC"), as follows:

#### **REQUIRED PROTECTIVE EQUIPMENT**

THE REQUIRED PROTECTIVE EQUIPMENT MUST BE WORN BY ALL PARTICIPANTS. WHILE PROTECTIVE HEADGEAR WILL NOT ABSOLUTELY PROTECT YOU FROM INJURY TO THE HEAD, WEARING THE HEADGEAR DOES REDUCE THE CHANCE OF SERIOUS HEAD INJURY.

#### **ACKNOWLEDGMENT OF RISKS**

I understand and acknowledge that the activity I am about to engage in voluntarily bears certain risks which could result in injury, death, illness or disease, physical or mental, or damage to my person and property. I also acknowledge and understand injuries such as scrapes, bruises or rope burn can and sometimes do occur during the activity.

**I have read this section, and initial to show that I understand and agree:** \_\_\_\_\_

#### **ACCEPTANCE OF RISK AND RESPONSIBILITY**

Being aware that this activity entails risks of injury, I agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to my person and property arising from my participation in this activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks. I agree that my family and I shall follow the instructions of the guide and other activity leaders and that my failure to do so will result in termination of the activity with no refund to me. I understand that ZIP KC reserves the right to refuse or terminate the participation of any person it judges incapable of meeting the rigors and requirements of the activity and/or training. I understand that if I am, or suspect I may be pregnant; or if I have an extreme fear of heights or other physical or emotional limitations I will not be allowed to participate in the activity.

**I have read this section, and initial to show that I understand and agree:** \_\_\_\_\_

#### **RELEASE**

I hereby voluntarily release and forever discharge ZIP KC from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including specifically but not limited to the negligent acts or omissions of ZIP KC, for any and all injury, death, illness, or disease, and damage to my person and property. I further agree, promise and covenant to hold harmless and indemnify ZIP KC for any such injury, death, illness, disease or damage.

I further agree, promise and covenant not to sue, assert or otherwise maintain or assert any claim against ZIP KC for any injury, death, illness or disease, or damage to my property, arising from or connected with my participation in this activity.

**I have read this section, and initial to show that I understand and agree:** \_\_\_\_\_

#### **WARRANTIES**

I hereby represent and warrant that: (1) to my best knowledge, I am not pregnant; (2) I am at least 18 years of age; (3) I do not have a pre-existing medical condition that could be aggravated by participating in the activity; and (4) I do not have a debilitating fear of heights or other physical or emotional limitation which should preclude participation in the activity.

**I have read this section, and initial to show that I understand and agree:** \_\_\_\_\_

**List and explain ANY limitations that will effect participation (if none, State "None"):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGMENT OF EFFECT OF THIS RELEASE AGREEMENT**

I understand and acknowledge that by initialing and/or signing this document I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against ZIP KC including specifically, but not limited to, rights arising from or claims for the acts or omissions, negligence in any degree, of ZIP KC.

**I have read this section, and initial to show that I understand and agree:** \_\_\_\_\_

**PHOTO AND MEDIA RELEASE**

I, (and the minors I signed for), the undersigned, grant ZIP KC and persons or organizations acting for or through them, the right to use, reproduce, assign, and/or distribute photographs, films, videotapes and sound recording of myself and/or family members, for use in educational or promotional materials they create.

**I have read this section, and initial to show that I understand and agree:** \_\_\_\_\_

**ENTIRE AGREEMENT**

I understand that this is the entire Agreement between me and ZIP KC, and that it cannot be modified or changed in any way by the representations or statements of any employee or agent of ZIP KC, or by me.

**I have read this section, and initial to show that I understand and agree:** \_\_\_\_\_

My signature below indicates that I have read this entire document or had it explained to me if I do not read or speak English, and that I understand it completely and agree to be bound by its terms.

Participant Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Age: \_\_\_\_\_ Weight: \_\_\_\_\_ Height: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

**Witness:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**MINORS- 17 AND UNDER**

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releases, but also to release and indemnify the Releases from any and all liabilities incident to his/her involvement in these activities and programs for myself, my heirs, assigns, and next of kin.

Name: \_\_\_\_\_

Age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Minor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Witness:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Name: \_\_\_\_\_

Age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Minor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Witness:** \_\_\_\_\_ **Date:** \_\_\_\_\_