

CASTLE ROCK ZIP LINE TOURS RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

*****READ CAREFULLY. THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS*****

1. Definitions The person who is participating in any activity shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant if the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. "Released Parties" mean Castle Rock Zip Line Tours Inc. or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders—including Douglas County, CO, the Town of Castle Rock, CO. The "Activity" means taking part in zip lining, rappelling, jumping, free falling, hiking, mountain biking, climbing, climbing on rocks and slopes, and of any nature, participation in any event or activity and traveling to and from activity sites.

2. Assumption of Risks and Dangers The Undersigned understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to: terrain selection; negligent supervision; equipment malfunctions and defects; falls; collisions with man-made and natural obstacles and/or obstructions or people; wildlife; falling objects; variations in terrain; surface or sub surface conditions; timber; forest growth; rocks; elevation; poor footing; becoming lost or separated; lack of shelter; changing weather conditions; storms, lightning, snow, wind, and other adverse weather; hypothermia; lack of training; choice of course; slippery terrain; changing and unpredictable exposure; improper use of equipment; entrapment of feet or other body parts under rocks or other objects; dehydration; sunburn; poisonous plants; traveling to and from the Activity by driver or guide error; and negligence of others. THE UNDERSIGNED ACKNOWLEDGE THAT THE DESCRIPTION OF THE DANGERS AND RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS, INCLUDING, BUT NOT LIMITED TO THE ACTS, OMISSIONS, REPRESENTATIONS, CARELESSNESS, AND NEGLIGENCE OF THE RELEASED PARTIES. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AN ACTIVITY AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

3. Release and Indemnification In consideration of the Participant being permitted to participate in the Activity, the Undersigned (a) unconditionally releases, defends, and agrees not to sue the Released Parties from and for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may or will have against the Released Parties; and (b) agree to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and expenses whether or not litigation, arising out of, or related to, Participant's participation in the Activity.

4. Minor Acknowledgment By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he or she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the Participant.

5. Media Release Undersigned hereby grants Released Parties the absolute and irrevocable worldwide right, license and permission, without any additional cost, to use Participant's name, likeness, image, voice, and audio footage or film (collectively referred to as "Media") obtained during Participant's participation in the Activity. The Undersigned hereby agrees that all right, title, interest and ownership, including copyright, in and to any tangible work in any Media containing Participant's image so obtained shall be owned exclusively by Released Parties. Undersigned understands and agrees that as owner of any such Media, Released Parties shall have the exclusive right to exercise all rights granted under copyright protection relative to the Media. Finally, Undersigned releases Released Parties from any and all claims and demands arising out of or in connection with the use of such media.

6. Medical Care Undersigned authorize the Released Parties to call for medical care for Participant or to transport Participant to a medical facility or hospital in their opinion, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

7. Miscellaneous The Undersigned agree: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances while under the influence of drugs or alcohol; (b) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction and venue for any claim shall be located in the state courts located in Douglas County, Colorado; and (c) this agreement shall be binding for the duration of the Activity season and upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned. (d) Castle Rock Zip Line Tours or anyone authorized by Castle Rock Zip Line Tours has permission to use my photograph taken during any activity for promotional materials.

8. Medical Notification (You are not required to provide this information but the consequences of failure to do so are solely your responsibility). Please identify known allergies to food, drugs, insect bites, etc., and the nature of the reaction. Identify and describe any disabilities or conditions that might limit your participation or place you in any heightened danger from any of the risks listed in paragraph 2 above.

*List medication(s) you are taking and the reason for use. List allergies or conditions, on the line below (leaving the line below blank indicates "none")

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name of Participant _____ Age _____ Phone _____

Address, _____ Street, _____ City, _____ State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

Printed Name of Parent/Legal Guardian _____ Signature of Parent/Legal Guardian _____ Date _____