

RELEASE, EXPRESS ASSUMPTION OF RISKS, CONSENT, WAIVER, & INDEMNITY AGREEMENT

(For Parents & Guardians of Minors)

READ CAREFULLY THESE IMPORTANT CONDITIONS FOR PARTICIPATION THAT AFFECT YOUR RIGHTS & OUR LIABILITY

(Initial and sign below to confirm your agreement)

In consideration for the opportunity to participate in the adventure recreational services, consisting of cables, lanyards, harnesses, pulleys, and elevated walkways and platforms, including also the Super Zip, provided by The Canyons Inc. d/b/a The Canyons Zip Line and Canopy Tours, I, the undersigned Parent/Guardian of _____, the minor participant, hereby acknowledge and agree:

_____ I understand that, although uncommon, risks of serious emotional or physical injuries, illness, damage, loss, or death always exist, and cannot be eliminated, in adventure recreational activities such as these, due to falls, to contact with objects, other persons, or the environment, or to moving and motion from being transported in the activities; and that there can be risks of emotional or psychological injury or distress, resulting from personal touching, whether necessary, unwelcome, or inadvertent, in the preparation for participation, as well as a range of emotions from simple hurt feelings to panic or psychological trauma (such as fear of heights).

_____ I expressly hereby assume the risk of such injury, illness, damage, loss, or death, that may occur as a result of the minor participant's participation in the activities, whether resulting from the negligence of any party, including the minor participant, myself, and also even negligence on the part of The Canyons, Inc., its respective employees, officers, directors, stockholders, agents, successors-in-interest, and assigns (Released Parties) themselves, whether passive or active.

_____ I represent and agree that the above-named minor participant is, to the best of my knowledge, in reasonably good health and physical condition, weighs not less than 70 lbs nor more than 270 lbs, is appropriately dressed, is not pregnant, has no existing injuries or limitations, has no musculoskeletal disorders, has no heart condition or condition of hemophilia, does not have epilepsy or other seizure disorders, and is not under the influence of alcohol, or any drug, prescription or illegal, or any other substance, that would affect or impair the minor participant's judgment, in order to participate in the adventure recreational activities provided by The Canyons, Inc.

_____ I hereby waive and release, discharge, and covenant not to sue, forever, Released Parties, for any claims of liability against them, whether for any injury, illness, damage, loss, or death, loss, to the minor participant, myself, my family, my heirs, or my assigns and representatives.

_____ By signing this Release, Express Assumption of Risks, Consent, Waiver, & Indemnity Agreement, I hereby acknowledge that I understand the conditions stated in it, and that the minor participant's participation in the recreational activities provided is solely based on those conditions and my agreement to them.

_____ I further agree to save, defend, indemnify, and hold harmless (i.e., defend and pay, including costs and attorneys fees, including appellate proceedings) Released Parties from any claim or lawsuit by or on behalf of the minor participant, or me, whether by me, or by anyone purporting to act on behalf of the minor participant, me, my family, my estate, my heirs, or my assigns, for damage, injury, illness, loss, or death, arising directly or indirectly out of my choice to permit the minor participant named above to participate in the recreational activities provided.

_____ I intend that this Agreement be enforceable to the fullest extent provided by law, and in the event that any of the terms set forth in this Agreement or any word, phrase, clause, sentence (including without limitation any geographic, temporal or participatory restrictions), part, or provision should be found to be illegal, void, or unenforceable for any reason, such word, phrase, clause, sentence, part, or provision shall be modified or deleted in such manner as otherwise required, in to extend the fullest effects, rights, duties, and protections under this Agreement, as so modified, so that the validity of the remaining words, phrases, clauses, sentences, parts, and provisions shall not be affected thereby and shall be deemed, interpreted, and enforced, as being severable and independent from such illegal, void, or unenforceable provisions, and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement and all other valid provisions shall survive and continue to bind the parties, and be interpreted and enforced, as if such illegal, void, or unenforceable provisions were never a part of this Agreement.

_____ This Agreement shall be interpreted and enforced according to the laws of the State of Florida, notwithstanding the choice-of-law rules or conflicts of laws principles of this State, or of any other state, territory, province, or nation; and any claim or action relating to, or arising out of, this Agreement, or the recreational activities to which it applies, may be brought only in a court located in, or comprising, Marion County, Florida; and only after participation in a presuit mediation conference, which is a prerequisite condition to bringing suit.

_____ I agree to follow and comply with all conditions, rules, and directions by Released Parties, and that the minor participant will do so as well, and failure to do so by either one is reasonable basis to be excluded from participation in the recreational activities provided.

_____ By signing and completing the information set out below in this Agreement, I acknowledge that I have read and fully understand this Agreement, and am of lawful age and legally competent to agree to and sign the Agreement knowingly and voluntarily, for myself, and on behalf of the minor participant.

Full name of minor Participant: _____ DOB: _____ Age: _____ Height: _____ Weight: _____

Address: _____

City: _____ State: _____ Telephone: _____

Email: _____

Full name of Parent/Guardian of minor participant: _____

Parent's/Guardian's DOB: _____ Age: _____

Address: _____

City: _____ State: _____ Telephone: _____

Email: _____

Date: _____
_____ Parent's/Guardian's signature

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE CANYONS, INC. USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE CANYONS, INC. IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE CANYONS, INC. HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.