

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

## 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 LLC d/b/a The Canyons Zip Line and Adventure Park, I, the undersigned 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 my participation in the activities, whether resulting from the negligence of any party, including myself, and also even negligence on the part of The Canyons LLC, its respective employees, officers, directors, stockholders, agents, successors-in-interest, and assigns (Released Parties) themselves, whether passive or active.

\_\_\_\_\_ I represent and agree that I am in reasonably good health and physical condition, weigh not less than 70 lbs nor more than 270 lbs, am appropriately dressed, am not pregnant, have no existing injuries or limitations, have no musculoskeletal disorders, have no heart condition or condition of hemophilia, do not have epilepsy or other seizure disorders, and am not under the influence of alcohol, or any drug, prescription or illegal, or any other substance, that would affect or impair my judgment, in order to participate in the adventure recreational activities provided by The Canyons LLC.

\_\_\_\_\_ 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, to 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 my 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 attorney's fees, including appellate proceedings) Released Parties from any claim or lawsuit by me, or by anyone purporting to act on my behalf, 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 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 failure to do so 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.

Full name: \_\_\_\_\_ DOB: \_\_\_\_\_ Age: \_\_\_\_\_ Weight: \_\_\_\_\_ Height: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Participant's signature \_\_\_\_\_