

ZIPS RELEASE

Participant agreement, release and assumption of risk

In consideration of the services of Out N About Treesort & Outfitters, their agents, owners officers, volunteers, participants, employees, and all other persons and entities acting in any capacity on their behalf (hereinafter collectively referred to as (ONAT&O)), I hereby agree to release, indemnify, and discharge ONAT&O, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows.

1. I acknowledge that the **ZIP LINES AND TARZAN SWING** entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I have had sufficient opportunity to read this entire document. I have read and understood

Risks include, among other things: slipping and falling, falling objects; exhaustion; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; and improper lifting or carrying.

Furthermore, ONAT&O employees have difficult jobs to perform. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

1. I expressly agree to promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and elects to participate in spite of risks.
2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ONAT&O's equipment or facilities, including such claims which allege negligent acts or omissions of ONAT&O.
3. Should ONAT&O or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
5. In event that I file a lawsuit against ONAT&O, I agree to do so solely in state of Oregon, and I further agree that the substantive law of Oregon shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ONAT&O on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms.

Signature of Participant; _____

Print name _____

address; _____

Treehouse or if

Guest _____

phone; _____ Date _____

Parent or Guardian's additional indemnification

(Must be completed for participants under the age of 18)

In consideration of _____ (print minors

name) _____ being permitted by OTNAT&O to

participate in it's activities and to use equipment and facilities. I further agree to indemnify

and hold harmless ONAT&O from any and all claims which are brought by, or on behalf

of minor, and which are in any way connected with such use or participation by minor.

Parent or guardian signature _____

Print Name: _____

Date: _____

Lead Guide: _____

Time of class _____