



ArborTrek Canopy Adventures at Fall Creek Falls
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PARTICIPATION AGREEMENT INCLUDING ACCEPTANCE OF RISKS AND AGREEMENTS OF RELEASE AND INDEMNIFICATION

This form must be read, acknowledged and signed by all Participants, adults and minors (persons under 18 years of age) AND by a parent or court-assigned, legal guardian (each referred to as "Parent") of a minor Participant. Parent signs for himself or herself and on behalf of the minor child. No applicant may participate in a program unless this form is read and acknowledged by signature of the Participant and/or Participant's Parent. The parties to this agreement are ArborTrek/ZIPStream FCF, LLC doing business as ArborTrek Canopy Adventures at Fall Creek Falls of Spencer, Tennessee ("Provider") and the persons signing below ("Participant" and "Parent").

INITIAL

I AM AWARE THAT PARTICIPATING IN AERIAL ADVENTURE PARK, ZIP LINE AND ASSOCIATED ADVENTURE CHALLENGE ACTIVITIES IS HAZARDOUS AND I AM VOLUNTARILY ENTERING INTO THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS ASSOCIATED WITH THESE ACTIVITIES INCLUDING, BUT NOT LIMITED TO, GREAT BODILY INJURY AND/OR DEATH. FURTHER, UNDER TENNESSEE LAW, AN ADVENTURE TOURISM PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN ADVENTURE TOURISM ACTIVITIES RESULTING FROM THE INHERENT RISKS OF SUCH ACTIVITIES, PURSUANT TO TENNESSEE CODE ANNOTATED, TITLE 11, CHAPTER 11.

I accept that a number of hazards and risks are inherent to the activities. These are risks that cannot be eliminated without changing the essential nature and educational value of the activities. The emotional risks range from simple hurt feelings to panic and psychological trauma (fear of heights, for example). The physical risks and injuries range from small scrapes, cuts and bruises to bites and stings, broken bones, sprains, neurological damage, weather illnesses and, in extraordinary cases, even death, including by drowning. Inherent hazards and risks may result from but are not limited to malfunction of equipment (your own or others), your own negligence or the negligence of others including but not limited to operator error and guide decision making, collision with other or inanimate objects, attack by or encounter with insects, reptiles, and/or animals, environmental hazards including weather, and fall from heights.

I agree to indemnify and hold harmless Provider, its owners, agents and employees, and the owner or owners of the property on which the activity is conducted (the "Released Parties") and each of them from any and all claims, demands, actions, loss, liability, damage or cost, (including court costs and attorney's fees) arising out of or pertaining to any action by Provider or the Released Parties including but not limited to my participation in the aerial adventure park, zip lines, and associated adventure activities.

I hereby assume full responsibility for the risk of bodily injury, death, or property damage due to the actions of Provider and Released Parties or otherwise while participating in the aerial adventure park course or associated activities and while competing, officiating in, working, or for any purpose participating in the said activities. I specifically acknowledge the possibility, and do release the Released Parties from any damages which arise therefrom, of loss, damage, injury or death due to the failure of equipment, change in weather conditions, accidents, mistakes, and acts of God, and specifically assume the risk with regard to same.

I have read, understand, and meet all of the physical and medical restrictions and requirements for participation provided in my reservation confirmation and on the website. I understand that if at the time of check-in I do not meet the posted requirements, or that in the sole and total discretion of Provider my participation may lead to a higher risk of danger to me and/or others participating with me, I will be denied access to the course without refund. I accept that a) Provider may refuse admission to its programs to any persons that its owners or agents deem a hazard to themselves or to others, b) Provider may alter its published or announced requirements for participation in its programs and for use of its property at any time and for any reasons that it may deem appropriate, and c) Provider's right to refuse me service or access shall not and does not create a duty on the part of the Provider to deny or restrict my access in any way.

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 have no medical or physical conditions that could interfere with my safety in this activity or, alternatively, by signing this release waiver I am willing to assume—and bear the costs of—all the risks that may be created, directly or indirectly, by any such condition.

I expressly agree that this release waiver and indemnity agreement is intended to be as broad and as inclusive as permitted by the laws of the State of Tennessee, and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full force and effect. I expressly waive the right to file a claim in any form, including but not limited to a lawsuit for damages, resulting from my participation or that of any party I execute this release waiver on behalf of. In the event that I file a lawsuit against Provider or Released Parties, I understand that, notwithstanding any claims of breach to this this release waiver that may be asserted by Provider

or Released Parties, I agree to do so solely in the state of Tennessee, and the substantive law of that state shall apply in any such action without regard to the conflict of law rules of that state.

I hereby consent that Provider, or any person authorized by Provider, to photograph me and record my voice. I consent that Provider, or any person authorized by it, use the resulting photographs, slides, films, audiotapes, videotapes and negatives for any purpose, whatsoever, including (but not by way of limitation) the display, exhibition, publication and sale thereof in promotion, advertising and trade without any compensation or other consideration. I consent that the digital photographs, slides, films, audiotapes, videotapes and negatives be reproduced by any method and at any time, altered or unaltered.

I hereby release Provider and Released Parties, any authorized person and all of their employees and representatives from any and all claims arising out of any publication, exhibition or the use of such digital photographs, slides, films, audiotapes, videotapes and negatives or arising out of any use of my likeness, voice or personality. I understand that such photographs, slides, films, audiotapes, videotapes and negatives shall remain the sole property of Provider.

INITIAL

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND PROVIDER, AND OR PERSONS OR ORGANIZATIONS AFFILIATED WITH IT, THAT I HAVE HAD THE OPPORTUNITY TO READ THE ENTIRETY OF AGREEMENT, THAT I HAVE NOT BEEN MADE ANY REPRESENTATIONS BY PROVIDER WITH RESPECT TO THE CONTENTS OF THIS AGREEMENT, THAT THE AGREEMENT CONTAINS LANGUAGE THAT MAY WAIVE CERTAIN LEGAL RIGHTS, THAT I DO UNDERSTAND THE CONTENTS OF THIS AGREEMENT AND I HAVE SIGNED THIS OF MY OWN FREE WILL.

TO BE COMPLETED BY THE PARTICIPANT. PLEASE PRINT. All fields required except e-mail.

Name: _____ Birth Date: _____ Height: _____ Weight: _____
FIRST LAST MM / DD / YYYY FEET | INCHES POUNDS

Address: _____
STREET ADDRESS CITY STATE/PROVINCE ZIP/POSTAL CODE COUNTRY

Phone: (_____) _____ E-Mail: _____

Signature: _____ Date: _____
PARTICIPANT'S SIGNATURE

TO BE COMPLETED BY THE PARENT OR LEGAL, COURT-APPOINTED GUARDIAN IF PARTICIPANT IS UNDER THE AGE OF 18 ON THE DATE OF PROGRAM

I am the parent or legal, court-assigned guardian of the minor child whose name appears on this participation agreement. I have acknowledged receipt of the participation agreement, been given the opportunity to review the participation agreement, read its contents and am satisfied with, and in agreement with, the contents therein, having had the opportunity to discuss the same with the Provider and any third parties of my choosing. I, individually and as parent and/or guardian of my minor child do freely accept the terms of the participation agreement. I give my child permission to participate in the programs to be provided by Provider. My signature below reflects my agreement to fully release Provider and Released Parties, as provided above, from any claim which I may have, and, to the fullest extent allowed by law, to release such persons on behalf of my child, for any claim the child may have. I further agree to indemnify Provider and Released Parties, to the maximum extent allowed by law, for any claims of the child, or of any member of my or the child's family, arising from the child's enrollment or participation of the activities of the Provider. **These agreements of release and indemnity include claims of negligence, but not gross negligence or intentionally wrong conduct.**

Signature _____ Date _____
PARENT OR LEGAL GUARDIAN SIGNATURE

Printed Name _____ Relationship _____

The Aerial Adventure Park and Associated Adventure Challenge Activities are independently owned and operated by Provider on land leased from the State of Tennessee. Fall Creek Falls State Park and State of Tennessee are not liable for any losses or claims made as a result of participation in the Aerial Adventure Park or access to the leased property.