

# PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Thomas Falls Challenge Course LLC, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "TFCC"), I hereby agree to release, indemnify, and discharge TFCC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in zip line, canopy tours, rope wall, canoe, paddleboats, and UTV activities 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.

**The risks include, among other things:** slips and falls; falling from significant heights; rope burns; pinches, scrapes, major injuries are a risk as are sprains, strains, scratches, bruises, abrasions, cuts, lacerations, broken bones, fractures, musculoskeletal injuries including head, neck, and back injuries; injuries to internal organs; loss of fingers or other appendages; the possibility of rough terrain, slips and falls; passengers can be jolted, jarred, bounced around, thrown about and otherwise shaken during rides; collision with fixed or movable objects, or vehicles, exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, and dehydration; accidental drowning; boat capsize, exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; the negligence of other participants or persons who may be present; the forces of nature, including lightning and rapid weather changes; transmissible pathogen or disease; standing or walking near slopes and steep cliffs; my own physical condition, and the physical exertion associated with this activity.

Furthermore, TFCC personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a properly fitted and secured certified helmet and a U.S. Coast Guard approved personal flotation device (life jacket) while participating in this activity.

**3. Indemnity, release and hold harmless agreement in favor of TFCC. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless TFCC from any and all claims, demands, or causes of action based upon or arising out of injuries, including death, to persons, or damages to or destruction of property, sustained or alleged to have been sustained in connection with, arising out of, or in any way related to my participation in this activity or my use of TFCC's equipment or facilities, including any such claims, demands or causes of action which are based or founded, *in whole or in part, upon the alleged negligent acts or omissions of TFCC.***

4. Should TFCC 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.

5. 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.

6. In the event that I file a lawsuit against TFCC, I agree to do so solely in the state of Texas,, and I further agree that the substantive law of that state 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 in 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 TFCC on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at TFCC. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Print Name \_\_\_\_\_ DOB \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

## PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of the following minor(s): (print name(s)and DOB(s)) \_\_\_\_\_

being permitted by Thomas Falls Challenge Course LLC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Thomas Falls Challenge Course LLC from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s).

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_



## PARTICIPANT CONTRACT

Weight limit: 45-275 lbs (largest size harness 42"). Height limit: 3' 6" - 6' 8". (Exceptions can be made in some circumstances except harness size.)

I understand that it is highly recommended that jewelry not be worn during zip-line, mud-run, or other Thomas Falls Challenge Course activities, and that jewelry can be dangerous due to risk of catching on equipment, causing injury to the wearer or others. Necklaces can result in choking/strangulation, rings can result hand injury, or finger loss, bracelets can result in wrist and arm injuries and earrings can result in ear lobe damage if caught and pulled sharply.

I understand that I should notify Thomas Falls Challenge Course Staff of any MEDICAL ALERT tags or bracelets prior to my participation in any event! Persons that have such allergies that require an epinephrine auto-injector should carry one on their person at all times while on the premises.

I grant Thomas Falls Challenge Course, its representatives, and employees the right to take photographs and video of Participant in connection with my participation in the Events and Activities. I hereby authorize the Thomas Falls Challenge Course to copyright, use, and publish the same in print and/or electronically. I hereby agree that the Thomas Falls Challenge Course may use such photographs and video of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content. I further grant Thomas Falls the right to notify me about promotions and events by email as well as text.

I understand that I am not allowed to invert or go upside down on any zip-lines. If I do, I accept the risk of falling out of my harness, which could result in my injury or death and I hold harmless Thomas Falls Challenge Course, its employees, representatives and/or agents. I further understand that minors, 15-years or under, must bring & wear a life-vest when participating in water activities. WARNINGS! Special events may include strobe lights and slanted floor gravity barn. I understand that this could create a balance issue, or cause me to become disoriented, which could lead to my running into things and/or slip and fall. I understand this and take full responsibility.

### **1 Waiver per person (do not combine minors on adult waivers)**

Your Name (PLEASE PRINT): \_\_\_\_\_

Your Signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_

(please check one)  I am signing for myself.  I am signing for my minor child.

**Fill out below for 17-years & under only – Parent/Guardian info goes above.**

Name of Minor (Please print): \_\_\_\_\_ Child's Age: \_\_\_\_\_

Child's Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Parent/Guardian: \_\_\_\_\_

Contact in case of emergency (name & phone): \_\_\_\_\_