

ZIP LINE TOUR WAIVER, RELEASE AND INDEMNITY AGREEMENT PREDATOR ZIP LINES at OUT OF AFRICA WILDLIFE PARK

*****All tour participants must receive training and sign this waiver before participating*****

The following requirements are subject to change based on weather conditions and operator discretion.

Participant must be:

- a minimum of 8 years old. Children age 8-11 must be accompanied by a paid parent or guardian 18 years of age or older, or paid guide during the entire tour experience at the same time as the child and they must also sign this liability waiver as the Undersigned of the minor child during the orientation process (children 16-17 may participate alone, but must have a parent or guardian 18 years or older present at the orientation to sign this liability waiver as their Undersigned);
- able to comprehend and follow all safety instructions;
- weigh between 60 and 275 pounds;
- able to fit properly within the safety harness;
- physically able to: climb up and down stairs and a suspension bridge; put on safety harness; hold arms above head for 2 minutes; hold legs apart for 2 minutes; hold and carry a 2-lb. trolley for several minutes, and demonstrate all rider positions.

INDIVIDUALS WITH HEALTH CONCERNS, INCLUDING BUT NOT LIMITED TO: NECK, BACK OR SHOULDER PROBLEMS, INJURIES, PAIN OR INSTABILITY; HEART CONDITIONS OR DISEASE; SEIZURE DISORDERS OR PROBLEMS WITH BALANCE; AND WOMEN WHO ARE PREGNANT SHOULD NOT PARTICIPATE IN THIS TOUR. THIS LIST IS NOT EXHAUSTIVE AND ANY OTHER CONCERNS MUST IMMEDIATELY BE BROUGHT TO THE ATTENTION OF YOUR TOUR GUIDE.

PARTICIPANTS MAY NOT BE UNDER THE INFLUENCE OF ALCOHOL OR ANY SUBSTANCE THAT MIGHT IMPAIR JUDGEMENT OR PHYSICAL CAPABILITY. IF YOU ARRIVE FOR YOUR SCHEDULED TOUR AND OUR STAFF BELIEVES YOU ARE UNDER THE INFLUENCE OF SUCH, YOU WILL NOT BE PERMITTED TO PARTICIPATE AND NO REFUND WILL BE GIVEN.

In addition to the above, Participant understands that:

no loose jewelry or personal items are permitted. Participant will be given use of locked storage for keys, phone, camera, etc. No food & beverage is permitted on the tour;

hair must be secured so that it cannot come in contact with zip line apparatus;

appropriate footwear is required—shoes must be closed toed and secure (will stay on foot during tour), provide stability and be suitable for climbing stairs, ladders and walking on a platform with 1" holes. For example, flip-flops, wedges, high heels, mules and sandals are not considered appropriate;

additional restrictions may apply based on weather conditions;

we reserve the right to disqualify any participant based on tour operator judgment;

ALL TRAINING AND SAFETY INSTRUCTIONS MUST BE OBEYED.

- (1) By signing this waiver, the Undersigned warrants that he/she meets the above criteria and acknowledges that participating in the tour experience and on the premises can be a hazardous and strenuous activity. The Undersigned understands that the excursion allows tour participants, while sitting in a harness suspended from a high-tension cable, to travel/glide from an elevated launch platform to a landing tower/platform via a gravity-based pulley system high above the ground. The tour may also include climbing in and out of a vehicle, climbing up/down extensive staircases and across a suspension bridge, and some walking across uneven terrain. The tour participants may also sustain minor or major injuries, including but not limited to cuts, bruises, bumps, scrapes, muscle strains, friction burns and/or insect bites. THE UNDERSIGNED RECOGNIZES AND ACKNOWLEDGES THAT THERE MAY BE RISKS NOT LISTED HEREIN. The Undersigned has voluntarily elected to participate in the tour experience despite the recognized, inherent, and even unforeseen dangers, and despite the known and unknown risks of harm presented thereby. The Undersigned has been provided training (given prior to start of tour) and has viewed an instructional presentation which contains information on various policies, procedures, training points, and other information relative to participation.
- (2) For and in consideration of permitting the Undersigned to participate in the zip line experience on premises, the Undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to him/herself arising in any way as a result of his/her participation or any activities incidental thereto, wherever or however the same may occur and for whatever period said activities may commence and continue, and agrees that under no

circumstances will he/she prosecute or present any such claim against PREDATOR ZIP LINES, Arizona Zip Lines, LLC, BlueSky Adventures, LLC, Out of Africa Wildlife Park, The Town of Camp Verde, Arizona, and any of their officers, agents, servants, contractors, and employees for any said cause of action, whether the same shall arise by the negligence of PREDATOR ZIP LINES, Arizona Zip Lines, LLC, BlueSky Adventures, LLC, Out of Africa Wildlife Park, The Town of Camp Verde, Arizona, and any of their officers, agents, servants, contractors, and employees, or otherwise.

- (3) The Undersigned, for him/herself, agrees that in the event any claim for personal injury, property damage or wrongful death shall be made or prosecuted against PREDATOR ZIP LINES, Arizona Zip Lines, LLC, BlueSky Adventures, LLC, Out of Africa Wildlife Park, The Town of Camp Verde, Arizona, or any of their officers, agents, servants, contractors, and employees arising as a result of Undersigned's participation in the tour on Park premises, the undersigned shall indemnify and save harmless PREDATOR ZIP LINES, Arizona Zip Lines, LLC, BlueSky Adventures, LLC, Out of Africa Wildlife Park, The Town of Camp Verde and their officers, agents, servants, contractors, and employees, from and against any and all liability for damage or injury of any kind or nature arising out of the participation in the tour on Park premises or any activities incidental thereto, inclusive of attorney fees and litigation costs, even if the liability or damage results from the sole negligence of PREDATOR ZIP LINES, Arizona Zip Lines, LLC, BlueSky Adventures, LLC, Out of Africa Wildlife Park, The Town of Camp Verde, Arizona, and their officers, agents, servants, contractors, and employees.
- (4) The Undersigned agrees to release all parties from any claims by the Undersigned's heirs, dependents, estates, assigns, personal representatives, and next of kin.

Initial: **Participant:** _____ **Witness:** _____

- (5) The Undersigned acknowledges that he/she has read the above and expressly agrees to assume the risk of participation in the zip line tour on Park premises and any activities incidental thereto and voluntarily signs this waiver, and further represents no oral representation statements or inducements apart from the foregoing written agreement have been made.
- (6) **ARBITRATION OF DISPUTES.** The Undersigned agrees that any claim for personal injury, property damage or loss, or wrongful death against PREDATOR ZIP LINES, Arizona Zip Lines, LLC, BlueSky Adventures, LLC, Out of Africa Wildlife Park, The Town of Camp Verde or any of their officers, agents, servants, contractors and employees arising as a result of Undersigned's participation in the tour on Park premises, shall be resolved through binding neutral arbitration with the American Arbitration Association for full and final resolution in accordance with the applicable rule of the American Arbitration Association then in effect. We also agree that judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

****PARTICIPANT UNDERSTANDS THAT HE/SHE IS WAIVING CONSIDERABLE RIGHTS IN EXCHANGE FOR PARTICIPATING****

Dated Print Full Name Signature of Participant

Dated Print Full Name Signature of Parent/Legal Guardian-18 yrs or older

Dated Print Full Name Signature of WITNESS*

***Form must be signed and witnessed at the time of zip tour check-in**

Participant Address City, State and Zip

(_____) _____

Birth Year _____

Home or Mobile Phone Number Email Address

Official Use Only:

Tour Time: _____ Guide Initial: _____