



Tree Frog Canopy Tours  
 21899 Wally Road Loudonville OH 44842  
 740.599.2662 [www.TreeFrogCanopyTours.com](http://www.TreeFrogCanopyTours.com)



Tour Date: \_\_\_\_\_  
 Tour Time: \_\_\_\_\_

**Canopy Tour Participant Agreement**  
**Including Assumption of Risk and Agreements of Release, Indemnification and Agreement not to Sue**

The parties to this contract are Zip Ohio, LLC dba Tree Frog Canopy Tours, their owners, officers, affiliates, employees and agents, the equipment manufacturers and distributors, and the owners of the property where Tree Frog Canopy Tours and the activity are located (hereinafter referred to collectively as "Tree Frog") and the persons signing below, including the participant in the activities of Tree Frog Canopy Tours (Participant).

This form must be read, understood, and signed by all Participants, adults and minors (persons under 18 years of age) AND by a parent or 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 canopy tour unless these signatures are provided.

**Description of Activities Covered:**

I understand that this agreement includes any and all activities in any way related to services provided, arranged, organized, conducted, sponsored, authorized or allowed by Tree Frog. Tree Frog includes, but is not limited to the following activities/situations/elements in which I am knowingly and willingly choosing to participate:

1. Moving About the Property. Tree Frog allows the Participant to walk freely in and around buildings and Welcome Center facilities as well as hike on designated trails. The Participant must agree to follow all signage and placards.
2. Vehicle Transport. Transport in any vehicle used by Tree Frog.
3. Orientation and Instructional Courses. Guide conducted safety briefings in outfitting areas or on instructional elements designed to educate the Participant.
4. Stairways and Ladders. Structures built to enable the Participant to ascend steep slopes or access high platforms by climbing. This may require the use of personal protective equipment (such as harnesses, lanyards and pulleys) and methods approved by Tree Frog.
5. Platforms. Structures built at heights of up to 60 feet that allow the Participant to stand and move about freely while using personal protective equipment (such as harnesses and lanyards) and methods approved by Tree Frog.
6. Zip Lines or Traverse Cables. Cables suspended at heights up to 200 feet designed for the Participant to traverse using personal protective equipments (such as harnesses, lanyards and pulleys) and methods approved by Tree Frog.
7. Suspension Bridges or Sky-Bridges. Bridges built at heights of up to 60 feet that allow the Participant to traverse from platform to platform using personal protective equipment (such as harnesses, lanyards and pulleys) and methods approved by Tree Frog.
8. Rappels. Controlled descents on rope using personal protective equipment (such as harnesses, lanyards, belay devices) and methods approved by Tree Frog.
9. Other. Any other activity in any way related to Participant's enrollment and participation in any of the activities provided by Tree Frog.

**Physical Requirements:**

- Participants must wear closed-toe shoes.
- Participants must have the strength to pull themselves along the cable and slow themselves using a glove to create friction on the cable.
- Participants must be able to walk one mile and climb three flights of steps.
- Participants must be in moderate to good health.
- Participants must be at least 10 years old to participate.
- Participants must weigh between 90 and 250 lbs.

**Description of Risks:**

I understand, acknowledge and accept that participation with Tree Frog involves risks and that a number of these risks are inherent to Tree Frog and cannot be eliminated without changing the essential nature and educational values of the activity as well as its appeal. The inherent risks associated with Tree Frog may include, but are not limited to, the following: Emotional risks such as hurt feelings, panic or psychological trauma i.e. fear of heights. Physical risks such as small scrapes and bruises, bites, stings, skin rashes, broken bones, sprains, neurological damage, shock, and in extraordinary cases, death. The property on which Tree Frog is located includes rocky, wooded terrain, ravines, and creek beds which may be home to potentially harmful plants and animals, including but not limited to snakes, ticks and poison ivy. Injuries may be a natural consequence of the activity undertaken, a consequence of structural design or failure, a consequence of personal protective equipment failure including but not limited to harnesses, lanyards, pulleys, ascension devices and lowering devices, or a consequence of environmental hazards. Injuries may occur in spite of efforts taken by Tree Frog and staff to prevent them.



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**Assumption of Risk:**

I acknowledge and voluntarily assume the risks of illness, injury and death associated with these activities, inherent or otherwise, and whether or not they are described above. I understand that the canopy tour activities include those described above. If the Participant is a minor, I, Parent, have discussed the activities and risks with him or her, and the child wishes to participate nonetheless.

In consideration of participating in the Canopy Tour, which I and my group (if any) have contracted for with Tree Frog, I the undersigned Participant, and/or the Parent of a minor Participant, agrees as follows:

1. I understand the nature of the activities that I will be engaging in *as described above*.
2. I understand that there are risks of injury and death associated with these activities and that these risks cannot be entirely reduced or eliminated from the activities.
3. I understand that Tree Frog may refuse a canopy tour to persons Tree Frog or their agents deem a hazard to themselves or others.
4. I hereby release Tree Frog, its staff, owners, directors, volunteers, independent contractors, representatives and owners of the property on which the tour is conducted from any and all liability of loss, damage, expense of injury, including death, that I, or the minor, or a member of our respective families may suffer, from my (or the minor's) presence on the canopy tour, its facilities, and participation in the tour's activities. This release extends to claims arising from any cause whatsoever, including negligence, breach of contract, products liability or breach of any duty to protect me (or the minor) from risks of hazards of the canopy tour activity, excepting gross negligence or intentionally wrongful conduct.
5. I hereby agree to hold harmless and indemnify (that is, defend and pay, including costs and attorneys fees) the *abovementioned parties* and each of them from liability for any claim, including damage to property or personal injury and death, to any third party, arising from or in any way related to my (or the minor's) presence on the canopy tour, its facilities, and participation in the tour's activities.
6. I accept responsibility for any expenses that may be incurred for any illnesses or injury that may result from my participation in Tree Frog's programs including the costs of evacuation, hospitalization and medical treatment.
7. Tree Frog reserves the right to use video or other photographic images of Participants for future marketing, educational or other purposes and the Participants hereby consent to such use without compensation.
8. I have read, fully understand and hereby agree to the terms of this agreement, and am signing below intending to be legally bound thereby.

**Please provide the following information regarding the Participant:**

Signature \_\_\_\_\_ Date of Birth \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Cell Phone \_\_\_\_\_

E-mail Address \_\_\_\_\_

Group Name (if any) \_\_\_\_\_ Scheduled Date \_\_\_\_\_

Height \_\_\_\_\_ Weight (must be between 90-250 pounds) \_\_\_\_\_