

Name: _____

Tour Date: _____

Tour Time: _____

TREE FROG CANOPY TOURS WAIVER AND RELEASE

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS
YOU MUST READ AND UNDERSTAND IT BEFORE INITIALING OR SIGNING IT

I, the named person, being above the age of 18 years, on behalf of myself, my heirs, assigns, personal representative and estate and in consideration of the opportunity to participate with Zip Ohio, LLC in a zip line experience, do hereby acknowledge, agree, promise, and covenant with **Zip Ohio LLC, an Ohio limited liability company, their respective staff, members, managers, agents and employees (collectively hereinafter referred to as ("Tree Frog Canopy Tours"))**, as follows:

REQUIRED PROTECTIVE EQUIPMENT

THE REQUIRED PROTECTIVE EQUIPMENT MUST BE WORN BY ALL PARTICIPANTS. WHILE PROTECTIVE HEADGEAR WILL NOT ABSOLUTELY PROTECT YOU FROM INJURY TO THE HEAD, WEARING THE HEADGEAR DOES REDUCE THE CHANCE OF SERIOUS HEAD INJURY.

ACKNOWLEDGMENT OF RISKS

I understand and acknowledge that the activity I am about to engage in voluntarily bears certain risks which could result in injury, death, illness or disease, physical or mental, or damage to my person and property. I also acknowledge and understand injuries such as scrapes, bruises or rope/cable burn can and sometimes do occur during the activity.

I have read this section, and initial to show that I understand and agree: _____

ACCEPTANCE OF RISK AND RESPONSIBILITY

Being aware that this activity entails risks of injury, I agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to my person and property arising from my participation in this activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks. I agree that my family and I shall follow the instructions of the guide and other activity leaders and that my failure to do so will result in termination of the activity with no refund to me. I understand that Tree Frog Canopy Tours reserves the right to refuse or terminate the participation of any person it judges incapable of meeting the rigors and requirements of the activity and/or training. I understand that if I am, or suspect I may be pregnant; or if I have an extreme fear of heights or other physical or emotional limitations I will not be allowed to participate in the activity.

I have read this section, and initial to show that I understand and agree: _____

RELEASE

I hereby voluntarily release and forever discharge Tree Frog Canopy Tours from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including specifically but not limited to the negligent acts or omissions of Tree Frog Canopy Tours, for any and all injury, death, illness, or disease, and damage to my person and property. I further agree, promise and covenant to hold harmless and indemnify Tree Frog Canopy Tours for any such injury, death, illness, disease or damage.

I further agree, promise and covenant not to sue, assert or otherwise maintain or assert any claim against Tree Frog Canopy Tours for any injury, death, illness or disease, or damage to my property, arising from or connected with my participation in this activity.

I have read this section, and initial to show that I understand and agree: _____

WARRANTIES

I hereby represent and warrant that: **1.** I am at least 18 years of age; **2.** to my best knowledge, I am not pregnant.; **3.** I do not have a pre-existing medical condition that could be aggravated by participating in the activity; **4.** I do not have a debilitating fear of heights or other physical or emotional limitation which should preclude participation in the activity; and **5.** I am NOT under the influence of illegal drugs or alcohol.

I have read this section, and initial to show that I understand and agree: _____

Please list and explain ANY of the following that will affect participation and ANY medication you may need at a moment's notice i.e: epi-pen, inhaler, nitrates, etc. (if none, State "none"):

Limitations that may affect your participation: _____

Allergies (i.e bees or medications): _____

Medication you're taking with you on tour: _____

ACKNOWLEDGMENT OF EFFECT OF THIS RELEASE AGREEMENT

I understand and acknowledge that by initialing and/or signing this document I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against Tree Frog Canopy Tours including specifically, but not limited to, rights arising from or claims for the acts or omissions, negligence in any degree, of Tree Frog Canopy Tours. **I have read this section, and initial to show that I understand and agree:** _____

PHOTO AND MEDIA RELEASE

I _____, (and the minors I signed for), the undersigned grant Tree Frog Canopy Tours and persons or organizations acting for or through them, the right to use, reproduce, assign, and/or distribute photographs, films, videotapes and sound recording of myself and/or family members, for use in educational or promotional materials they create. **I have read this section, and initial to show that I understand and agree:** _____

ENTIRE AGREEMENT

I understand that this is the entire Agreement between me and Tree Frog Canopy Tours, and that it cannot be modified or changed in any way by the representations or statements of any employee or agent of Tree Frog Canopy Tours, or by me. **I have read this section, and initial to show that I understand and agree:** _____

My signature below indicates that I have read this entire document or had it explained to me if I do not read or speak English, and that I understand it completely and agree to be bound by its terms.

Participant Name: _____

Date of Birth: _____ Weight: _____ (FILLED IN BY OFFICE STAFF)

Signature: _____ Date: _____

Emergency Contact: _____

Emergency Contact Phone: _____

Are you taking any medication on tour with you? (circle one) Yes No

Join our mailing list for discounts & deals! Email: _____

FOR PATICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these activities and programs for myself, my heirs, assigns, and next of kin.

Name: _____

Date of Birth: _____ Weight: _____ (FILLED IN BY OFFICE STAFF)

Minor Signature: _____ Date: _____

Parent/Guardian/Supervisor Signature: _____ Date: _____

Are you taking any medication on tour with you? (circle one) Yes No

Name: _____

Date of Birth: _____ Weight: _____ (FILLED IN BY OFFICE STAFF)

Minor Signature: _____ Date: _____

Parent/Guardian/Supervisor Signature: _____ Date: _____

Are you taking any medication on tour with you? (circle one) Yes No