



## **PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of White Oak Ziplines, LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as “Company”), I hereby agree to release, indemnify, and discharge Company, on behalf of myself, my spouse, my children, my heirs, assigns, personal representative and estate as follows:

I acknowledge that my participation in zipline 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: the hazards of walking on uneven terrain, and slips and falls; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; major injuries are a risk; the use of ropes, harnesses, and other equipment; the risk of falling from significant heights, standing or walking near slopes and steep cliffs; injuries can be sustained from the equipment or from items such as tree limbs and branches or rocks; musculoskeletal injuries including head, neck, and back injuries; the risk of exposure to insect bites; the forces of nature, including lightning and rapid weather changes; exhaustion; exposure to the elements of the outdoors and natural surroundings which could cause heat related illnesses such as hyperthermia, heat exhaustion, sunburn, dehydration, etc., and the risk of cold related illnesses including hypothermia; collision with fixed or movable objects; accidents or illness can occur in remote places without medical facilities; my own physical condition, and the physical exertion associated with this activity.

Furthermore, Company employees 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.

1. 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.
2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Company from any and all claims, demands, or causes of action, which are in any way connected with my participation in this

activity or my use of Company's equipment or facilities, including any such claims which allege negligent acts or omissions of Company.

3. Should Company 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.

4. 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.

5. In the event that I file a lawsuit against Company, I agree to do so solely in the state of Tennessee, 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 Company on the basis of any claim from which I have released them herein.

#### Photography / Video Release

Participant(s) hereby grants to the Company, its representatives, and employees the right to take photographs/videos of Participant in connection with Participant's participation in the Activities, Participant hereby authorizes the Company to copyright, use and publish the same in print and/or electronically. Participant hereby agrees that the Company may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising and Web content.

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.

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Print Name

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Address

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City

State

Zip

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Signature of Participant

Date

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name)  
(Minor) being permitted by Company to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Company from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

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Parent or Guardian Signature

Date

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Print Name