

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of NRO Zipline, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in capacity on their behalf (hereinafter collectively referred to as "NRO Zipline"), I hereby agree to release and discharge NRO Zipline, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows.

1. I acknowledge that NRO Zipline entails known and unanticipated risks which 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: Collision with other participants, on take-off and landing towers, the walls or other fixed objects; falling down; my own equipment failure or the failure of other's equipment; my own or others negligence; objects or conditions on the landing surface that may cause me to fall; broken bones; sprains; head, neck and back injuries; abrasions; and bruises.
Furthermore, NRO Zipline is an activity that is highly physical and suggests participant's check with their doctor before attempting this activity. NRO Zipline is not responsible for hair or fingers caught in pulley system. NRO Zipline 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 may give inadequate 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, including transportation, walking and or hiking.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless NRO Zipline 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 NRO Zipline's equipment or facilities, **including such Claims which allege negligent acts or omissions or NRO Zipline.**
4. Should NRO Zipline 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 cost.
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 cost of such injury or damage to myself. I further certify that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume—and bear the cost of—all risks that may be created directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against NRO Zipline, I agree to do so solely in the state of Missouri, and I further agree that the substantive law of that state shall apply in this action without regard to the conflict of law rules of that state.
7. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

By signing this document, I agree that if anyone 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 NRO Zipline, on the basis of any claim from which I have released them herein. 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. (We at NRO Zipline have all rights to photos taken before, during, and after your zipline tour for promotional purposes.)

Signature of Participant _____ **Print**
Name _____
Address _____ **City** _____ **State** _____
Zip _____
Phone with are code () _____ **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 NRO Zipline to participate in its activities and to use its equipment and facilities. I further agree to indemnify and hold harmless NRO Zipline 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.

Parent or Guardian _____ **Print Name** _____ **Date** _____
(If notarization is necessary, please sign & stamp this side of form.)

If injured, to which hospital would you like conveyance? _____

We have the right to refuse services to anyone at any time.

NRO ZIPLINE HEALTH STATEMENT

The proposed activity provided by NRO ZIPLINE requires participation in physical exercises which are, by their nature, physically demanding. Many of the activities will challenge you, and cause surges in blood pressure and pulse rates. It is imperative that you are free of any heart or any other diseases. Therefore, all participants must be free of medical or physical conditions which might create undue risks to themselves or any other who depend on them. Good physical condition will increase your enjoyment of the outdoor activities. If there is any doubt about your ability to safely participate in this experience, you should have a physical examination.

Name: _____

Gender: _____ Age: _____

In case of Emergency Notify: _____

And their phone #: _____

HEALTH HISTORY: (Circle the appropriate answers)

Circle YES or NO

- HAVE YOU OR DO YOU CURRENTLY HAVE ANY HEART PROBLEMS: YES OR NO
- DO YOU FREQUENTLY SUFFER FROM PAINS IN YOUR CHEST: YES OR NO
- DO YOU OFTEN FEEL FAINT OR HAVE SPELLS OF SEVERE DIZZINESS: YES OR NO
- HAS YOUR DOCTOR EVER TOLD YOU THAT YOU HAVE HIGH BLOOD PRESSURE: YES OR NO
- ARE YOU A SMOKER: YES OR NO
- (NOTE: if you have had any heart related problems you will need to have a release from your doctor)
- ARE YOU PREGNANT OR THINK YOU POSSIBLY COULD BE PREGNANT: YES OR NO
- DO YOU HAVE ARTHRITIS, JOINT, OR BACK PROBLEMS THAT MIGHT BE AGGRAVATED BY EXERCISE: YES OR NO
- HAVE YOU HAD ANY OPERATIONS OR SERIOUS INJURY: YES OR NO
- DO YOU HAVE DISABILITIES OR CHRONIC RECURRING ILLNESS: YES OR NO
- ARE THERE ANY ACTIVITIES TO BE LIMITED/DISCOURAGED BY PHYSICIAN'S ADVICE: YES OR NO
- ARE YOU ALLERGIC TO ANY MEDICINES, INSECTS OR POLLEN: YES OR NO
- DO YOU HAVE EPILEPSY: YES OR NO
- DO YOU HAVE DIABETES: YES OR NO
- HAVE YOU EVER HAD A PANIC ATTACK: YES OR NO

REPRESENTATION AND EMERGENCY AUTHORIZATION

This health history is correct so far as I know and I believe that my health is satisfactory to participate in challenge course activities. I also agree to allow my picture or my image to be used by NRO Zipline for promotional purposes.

I hereby give permission to the medical personnel selected by NRO Zipline to order injection and/or anesthesia and/or surgery for me. Such authorization for emergency treatment shall include, but not limit, charges incurred for the providing of aid and evacuation if NRO Zipline, or its agents, determine that such evacuation is necessary or desirable. I further agree to assume responsibility for the cost of any specialized means of evacuation and of any medical care and acknowledge that these costs are the financial responsibility of the undersigned. I also understand and agree by any restrictions placed on my activities.

* Participant understands that NRO Zipline cannot control weather and takes no responsibility for the weather related accidents. Participant understands they must be in good health, no recent surgeries-procedures, and CANNOT be pregnant. There are some stairs to climb and some walking involved that participant must do on their own. Participant cannot exceed 275 pounds. Participant agrees not to go upside down on course and not to let go of purple lanyard unless braking or self-rescuing. (guide instructed releases). **Guides retain the right to refuse service to any participant who cannot pass the instruction and physical activity at the ground school.**

SIGNATURE OF PARTICIPANT: _____ DATE: _____

Witness: _____ DATE: _____