



## **ZIPLINE AND PAINTBALL PARK**

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### **WAIVER & RELEASE OF LIABILITY FORM PARTICIPANT USER AGREEMENT**

This waiver is a legal document, and all of its terms are important. PLEASE READ IT CAREFULLY.

I understand that I will participate in one or more of zipline, challenge course, paintball, and other outdoor activities (collectively, the “**Outdoor Activities**”) on the property of Adventure Mountain, LLC and Adventure Valley, LLC. I also understand that the ziplines, challenge course, and related activities are operated by Adventure Valley Zipline, LLC, and that the paintball fields and related activities are operated by Adventure Valley Paintball, LLC. I am giving this waiver and release of liability to Adventure Valley, LLC, Adventure Valley Zipline, LLC, Adventure Valley Paintball, LLC, and Adventure Mountain, LLC, and their agents, owners, associates, and all other persons or entities acting in any capacity on their behalf (collectively referred to herein as “**AV**”), whether or not I participate in all of the Outdoor Activities. In consideration of AV furnishing services or rental equipment to me to participate in the Outdoor Activities or enter upon property of AV, I (personally and as a guardian of any participating person) hereby voluntarily release, indemnify, discharge, hold harmless, and covenant not to sue AV, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, and estate for any and all claims or liabilities arising out of any negligence, recklessness, strict liability, breach of contract, intentional acts, or any other act or omission which causes the undersigned or any other person illness, injury, paralysis, permanent disability, death, emotional injury, or damages of any nature in any way connected with my participation in the Outdoor Activities or being on the lands of AV. I understand, agree, and acknowledge that:

1. The Outdoor Activities, including ziplines, canopy tours, challenge courses, paintball, and hiking, have inherent risks, dangers, and hazards and these may exist in my use of AV property and equipment and my participation in the Outdoor Activities. My participation in the Outdoor Activities and use of any equipment may result in bodily injury, strains, fracture, partial or total paralysis, permanent disability, loss of eyesight or hearing, exposure to insect and snake bites, extreme temperatures and weather, slips, falls, collisions with other participants or objects, plant and animal encounters, injury and illness in remote areas without means of rapid evacuation or adequate medical care, or other ailments and events that could cause serious disability or death. These risks and dangers may be caused by the negligence of owners, employees, officers, or agents of AV, the negligence of participants or others, accidents, breaches of contract, forces of nature, or any other causes. If I choose to participate in the Outdoor Activities, risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, decisions or misjudgments of a guide, weather, trail or property conditions, my ability to participate in the activity, falling from high platforms, stands or towers, tripping, falling, running into objects or people, animal and insect bites, and other hazards that are integral to recreational activities in outdoor or recreational environments. I assume the risk that I may be hit by paintballs, whether or not someone shooting a paintball is within the paintball fields or outside of the fields.

2. By participating in these activities and/or use of equipment, at any time, whether past, present, or future, I hereby irrevocably assume all risks, dangers, and responsibility for any losses or damages, whether caused in whole or in part by the negligence or conduct of the owners, agents, officers, or employees of AV or by any other person that may arise from foreseeable or unforeseeable causes. I, on behalf of myself or as legal guardian of any participant, understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct of the owners, agents, officers or employees of AV. I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the Outdoor Activities or AV property, or else I agree to bear the costs of such injury or damage myself. If AV employees perform any work on my equipment, I hereby

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release them and AV from any damage or injury that may occur, regardless of whether such employees were negligent or careless in any way.

**3. I represent and acknowledge that: (A) If participate in the ziplines: (1) My body weight is 250 pounds or less, and I have no physical conditions preventing me from following instructions or that might be aggravated by participating; and (2) I must operate a hand brake on the ziplines, I am solely responsible for operating it, and I release AV and its employees from any and all liability in connection with my use of, or the condition of, the hand brake; (3) I must wear a harness, helmet, and gloves, and I will keep them on and use them properly at all times; and (4) I will follow all directions of the guides, and I release them and AV from all liabilities regardless of any directions they may or may not give me. (5) I understand English, and can follow all instructions of the guides. (B) If I participate in open play paintball, I am 12 years old or older, and if I participate in a private group, I am 10 years old or older. (C) If I play paintball, I will always wear approved goggles while in any paintball field or when referees tell me, and will always keep a barrel sleeve on my gun when I am not in a paintball field or when referees tell me. (D) I have adequate insurance to cover any injury or damages I may suffer or cause, or else I agree to bear the costs of such injury or damage myself.**

I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND BY SIGNING IT, AGREE THAT IT IS MY INTENTION TO RELIEVE AV FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I FULLY RECOGNIZE AND UNDERSTAND THAT IF I (OR ANY MINOR ON WHOSE BEHALF I AM SIGNING THIS), AM HURT, DIE, OR MY PROPERTY IS DAMAGED, I AM GIVING UP MY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST AV FOR ANY INJURY, DAMAGE OR DEATH. I EXPRESSLY ASSUME ALL RISKS. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF THE ABOVE PROVISIONS ON BEHALF OF MYSELF AND AS GUARDIAN OF ANY PARTICIPANT. The venue of any dispute that may arise out of this agreement or otherwise between the parties shall be the Circuit Court of St. Louis County, Missouri, but this does not in any way affect the enforceability of the above waiver and release.

As parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agreed that said minor may participate in the Outdoor Activities, and I sign this release on their behalf and represent that I am a lawful parent or guardian of the participant. In addition, I give AV permission to treat said minor in case of illness, injury, emergency, or accident, and release all persons associated with AV for any liability related to any such treatment. Should emergency medical services become necessary for me or such minor, the expenses are the sole responsibility of the participant. AV reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations, and instructions of AV while on their lands or participating in their activities. I also certify that I and any minor on whose behalf I am signing, are physically and mentally capable of participating in these activities. I also give permission, individually and on behalf of any minor, to use any photographs, videos, or images of me and any minor in any advertising or promotions, unless and until I request that AV remove such images, at which time I understand that AV shall have no obligation to do so until any such promotional campaign has ended.

I have read this Release, and am bound by it whether or not I have read it. I also agree to all of the Rules that AV may set concerning the Outdoor Activities, which are incorporated in this Release.

**Participant's Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_

**Guardian's Printed Name (if under 18):** \_\_\_\_\_

**Signature:** \_\_\_\_\_