

ZipQuest -Waterfall and Treetop Adventure
533 Carvers Falls Road, Fayetteville, NC 28311 - (910) 488-8787

Canopy Tour Participant Agreement
Including Assumption of Risks and Agreements of Release and Indemnification

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 provided by ZipQuest unless these signatures are provided.

Description of Activities

The ZipQuest - Waterfall and Treetop Adventure provides opportunities for environmental education and adventure recreation. The following elements are included in the tour:

1. **Zip Lines.** High cable traverses using safety harnesses and associated hardware. Riders zip through the upper forest canopy and are challenged to grapple with such issues as the difficulty of taking first steps, confronting a fear of heights, and the risks of accepting new challenges.
2. **Aerial Bridges.** Walkways high up in the forest canopy consisting of planking supported by dual steel cables and cable handrails. Participants wear safety harnesses attached to safety lanyards clipped in to overhead steel cables.
3. **Aerial Staircases.** Stairways mounted on trees or tree platforms that allow participants to ascend higher into the canopy from one zip line or aerial bridge segment to another. Participants avail themselves of stair railings to ascend the steps and rely upon back-up belay devices to prevent accidental falls back to ground.

Tour groups will be limited to groups of up to eight accompanied by at least two guides. The tour through the forest canopy will be led by staff who are trained to guide participants toward their desired educational and recreational outcomes and who have the necessary skill and experience to manage the associated risks of physical injury. All equipment will be fitted and checked by staff, progress throughout the tour will be closely monitored by guides, and all equipment transfers will be performed by guides rather than participants. Participants must be reasonably fit and able to control the speed of their travel along the zip lines by grasping the cables with leather gloves. They may also be required upon occasion to pull themselves along a stretch of cable if they should lose momentum before reaching any given landing platform (guides may assist with this process).

Medical Concerns

The canopy tour is designed for use by participants of average mobility and strength who are in reasonably good health. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, arthritis, tendonitis, and other joint and muscular-skeletal problems may all impair the safety and well being of participants on the course. Certain psychological and psychiatric problems may also increase the inherent risks of the experience and cause the Participant to be a danger to themselves or others. Participants with underlying medical problems that put them at greater risk of injury or illness during a canopy tour must carefully consider those risks before choosing to participate, and they must fully inform tour staff prior to the beginning of the tour or at any point during the tour when it becomes clear to them that such information should be provided. ZipQuest reserves the right to exclude any applicant from participation, for medical, safety, or other reasons.

Inherent and Other Risks

Serious injuries are uncommon in canopy tours, but the risk of injury certainly exists, by reason of falls, contact with other participants and fixed objects, moving about the grounds on which the activities are initiated and conducted, and otherwise. A number of risks are inherent to the activities. These are risks that cannot be eliminated without changing the essential nature and educational and other values of the activities. The emotional risks range from hurt feelings to panic and psychological trauma (fear of heights, for example). The physical risks range from small scrapes and bruises to bites and stings, broken bones, sprains, neurological damage, and, in extraordinary cases, even death. The property on which the tour is located includes rocky and wooded terrain, cliffs, ravines, creek beds, and waterfalls, potentially harmful plants and animals, including snakes and other creatures which may bite or sting. Injuries may be a natural consequence of the activity undertaken, a consequence of structural design or failure, as a result of environmental hazards (including terrain and weather), a result of errors of judgment or other negligence of staff or participants, or otherwise; and may occur in spite of the reasonable efforts of staff to prevent them. In all such cases, these inherent risks, and other risks which may not be inherent, must be accepted by those who choose to participate.

The parties to this agreement are Zip Terra, LLC, doing business as ZipQuest Waterfall and Treetops Adventure of Fayetteville, North Carolina, and Carver’s Falls, LLC, (“Provider”) and the persons signing below, including the participant in the activities of ZipQuest (“Participant”).

Participant Information:

Name of guest that made the reservation _____ Scheduled Tour Date _____

First & Last Name _____ Birthdate _____

Address _____

City _____ State _____ Zip _____ Mobile # _____

E-mail Address _____ Other # _____

Please list **any current or past MEDICAL CONDITIONS** that may affect the safety or well-being of Participant or others:

In consideration of the canopy tour which I and my group have contracted for with Provider, I the undersigned Participant, and the Parent of a minor Participant, agree as follows:

1. I understand the nature of the activities that I will be engaging in as described above.
2. I have fully informed Provider ***in writing*** of any medical conditions that might put me at risk for injury or illness as a consequence of my participation in Provider’s programs.
3. I understand that there are risks of injury and death associated with these activities.
4. I understand that certain of these risks, including those described above, are inherent in the activities and cannot be entirely reduced or eliminated from the activities.
5. **I acknowledge and voluntarily assume the risks of illness, injury and death associated with these activities, inherent and otherwise, and whether or not described above, including those which may result from the negligent acts or omissions or other participants or staff.**
6. I understand that Provider may refuse a canopy tour to persons Provider or their agents deem a hazard to themselves or others. Provider may alter its announced qualifications for participation under circumstances deemed appropriate by Provider.
7. I accept responsibility for any expenses that may be incurred for any illness or injury that may result from my participation in Provider’s programs, including the costs of evacuation, hospitalization, and medical treatment.
8. **I hereby release, indemnify and hold harmless Provider, its owners, agents and employees, and the owner or owners of the property on which the tour is conducted (the “Released Parties”), from, and agree not to sue them for, any liability for claims that may arise out of or relate in any way to my enrollment or participation in Provider’s programs. The claims hereby released and indemnified include claims of negligence of a released party, but not claims of gross negligence or willful injury.**
9. For myself, my family, heirs, representatives, and any other person claiming through me, I release, hold harmless, and indemnify the Released Parties for any sums which may be payable to anyone by reason of any injury or loss of life that I may sustain through my participation in Provider’s programs, and for all expenses associated with the defense of any such claims. I understand that this indemnification means that I accept responsibility for paying any costs, including attorneys’ fees, that may be due for claims made against Provider.
10. Provider reserves the right to use video or other photographic images of Participant for future marketing, educational or other purpose, and Participant (and Parent) hereby consent to such use, without compensation.
11. I agree that the laws of the State of North Carolina shall govern in this agreement and that the courts with jurisdiction in Cumberland County, North Carolina, shall have jurisdiction in any dispute that may arise between Participant and Provider.
12. I agree that should any part of this Agreement be judged invalid by a court with proper jurisdiction that all other parts not so judged shall nevertheless remain valid and in effect.
13. I have read, fully understand, and hereby agree to the terms of this agreement.

Signature _____ Age _____ Today’s Date _____

Agreement by Parent or Guardian of a Minor Child

I am the parent or guardian of the minor child whose signature appears above. I have discussed the terms of the above Agreement with my child and am assured by my child that he or she understands the Agreement and has freely accepted its terms. I give my child permission to participate in the adventure challenge programs to be provided by ZipQuest. My signature below reflects my agreement to fully release the Released Parties, as provided above, from any claim which I may have, and, to the fullest extent allowed by law, to release such persons on behalf of the child, for any claim the child may have. I further agree to indemnify the Released Parties, to the maximum extent allowed by law, for any claims of the child, or of any member of my or the child’s family, arising from the child’s enrollment or participation of the activities of the Provider. **These agreements of release and indemnity include claims of negligence, but not gross negligence or intentionally wrong conduct.**

Signature _____ Print Name _____ Date _____