

BRAINERD ZIP LINE TOUR
9898 County Road 77 SW, Nisswa, Minnesota 56468

(Administrative Use Only)	
Date _____	Trip Time _____

Please complete the information below (please print)

Do you need to talk to the Brainerd Zip Line Tours Leadership about any matters, including Medical conditions, Medications, or Physical/Behavioral Limitations? NO _____ YES _____

Please Explain: _____

PARTICIPANT FIRST NAME: _____ LAST NAME: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP CODE _____

DAY TIME PHONE: _____ NIGHT TIME PHONE: _____ DATE OF BIRTH ____________

Check box if Participant is a minor

PLEASE READ BOTH SIDES CAREFULLY

ZIP LINE TOUR REGISTRATION, WAIVER & RELEASE OF LIABILITY, INDEMNIFICATION, AND ASSUMPTION OF RISK AGREEMENT

DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following definitions:

- "Zip Line Tour" shall begin at the point that participant enters the property located at 9898 County Road 77 SW, Nisswa, Minnesota 56468 (the "Property") and shall end when participant leaves the Property after the zip line experience and shall include, without limitation, all participant activities in between: registration, equipment rental, travel from the registration office to the first platform and return to the office, and the zip line experience.
- "BZLT" shall mean Brainerd Zip Line Tour, LLC. BZLT owns and operates the Zip Line Tour.
- "Releasees" shall mean BZLT, its owners, members, landlord, governors, officers, employees, agents, clients, customers, contractors, subcontractors, affiliates, subsidiaries, agents, representatives, successors, and assigns.

AGREEMENT

In consideration of the services provided by Releasees, _____ ("Participant"), does hereby acknowledge and agree to the following:

Description of Zip Line Tour:

BZLT provides adventure recreation and environmental education. The Zip Line Tour includes approximately seven (7) Zip Lines and one (1) Suspension Bridge, and an optional Quick Jump belay. Zip Lines are high cable traverses using safety harnesses and associated hardware. Participants zip through the forest canopy and must step off a high platform to begin their traverse on the Zip Lines. Participants wear safety harnesses clipped into overhead cables with attached safety lanyards. Guides will assist with equipment and equipment transfers, but it is Participant's responsibility to follow instructions and monitor the continued fitness and readiness of Participant's equipment. Participants must be sufficiently fit and able to control the speed of participant's travel along the Zip Lines by exerting downward pressure to create friction on the cable above participant's head with leather gloves. Participants also may be required upon occasion to pull themselves along a stretch of cable if participants lose momentum before reaching any given landing platform. Participant hereby certifies and confirms that he/she is **physically and mentally** capable of performing and completing the tasks described above.

Medical Issues:

Participant must weigh between seventy (70) and two hundred fifty (250) pounds and be at least 10-years old. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, pregnancy, arthritis, tendonitis or other joint and muscular-skeletal problems may impair the safety and well-being of participants, as may other medical, physical, psychological and psychiatric problems. All such conditions may increase the inherent risks of the Zip Line Tour and cause participants to be a danger to themselves and/or others. Participants with underlying medical problems must carefully consider those risks before choosing to participate and they must fully inform tour staff in writing of any such medical problems prior to beginning the Zip Line Tour. BZLT reserves the right to exclude any applicant from participation for medical, safety, or other reasons. However, it is Participant's sole obligation to assess the risks involved and determine whether he/she is able and willing to participate in the Zip Line Tour. **Participant represents that there are no health related reasons or conditions which would prevent him/her from participating in any of the activities described above.**

Risks:

There are various risks involved with participating in the Zip Line Tour including, without limitation, the risk of injury, disability, death, and property damage. The emotional risks include, without limitation, unwelcome or inadvertent touching, hurt feelings, panic and psychological trauma. The physical risks include, without limitation, scrapes, lacerations, bruises, bites, stings, broken bones, sprains, strains, neurological damage, and death. The Property on which the tour is conducted includes, without limitation, hilly, rocky, slippery and wooded terrain, cliffs, and ravines, and potentially harmful animals. Environmental hazards including, without limitation, weather and terrain, may escalate the risks of participating in the Zip Line Tour. Injuries may result from equipment failure or errors in judgment of, or failure to exercise reasonable care by, guides, staff or participants, and may occur in spite of any efforts to prevent them.

Assumption of Risks:

Participant hereby acknowledges, understands, accepts, and assumes all risks described above and any other risks that may be involved in the Zip Line Tour.

Waiver and Release:

Participant agrees, to waive, release, relinquish and forever discharge Releasees, on behalf of himself/herself, and his/her heirs, assigns, personal representatives and estate (Releasing Parties) from any and all claims and liability of any sort or kind whatsoever, whether known or unknown, whether in tort or contract, as a consequence or arising out of (a) illness, injury, disability and/or death to or of Participant during the Zip Line Tour including as a result of Participant's use of equipment or participation in activities offered during the Zip Line Tour, (b) damage to or destruction of vehicles or other property brought to the Property by Participant, (c) the performance of, or failure to perform, maintenance, inspection, supervision, or control of the Property, equipment and participants; and (d) negligent selection, training and supervision of guides and staff, or negligent supervision or instruction of participants by guides and staff. Participant understands and agrees that he/she waives and releases all claims for damages, arising out of or caused by Releasees' (including BZLT's) own negligence as well as the actions or failure to act on the part of the Participant or other participants.

Indemnification:

Releasing Parties further hereby agree to defend, indemnify and hold harmless Releasees (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees and related expenses) from and against any and all liabilities and claims by anyone related in any way to Participant's participation in the Zip Line Tour as well as use of the Facilities, including any and all claims for death, personal injury, property damage, economic losses, damages and theft, even if caused by Releasees' (including BZLT's) own negligence.

Further Authorizations & Agreements:

Participant authorizes anyone working at the Property to call for medical care for Participant or any minor in Participant's care, or to transport Participant or any minor in Participant's care to an appropriate clinic or hospital. Participant authorizes a licensed health care provider or other first-aid provider to carry out emergency medical care deemed reasonably necessary for Participant or any minor in Participant's care in an emergency where normal permission is unavailable. Participant agrees to pay all costs associated with such medical care and related transportation for Participant or any minor in Participant's care, and Participant hereby indemnifies and holds harmless Releasees from any cost incurred by them in connection therewith.

Participant hereby grants full permission to use any photographs or videos of Participant and each minor in Participant's care taken during their participation in the Zip Line Tour for any purpose in promoting activities and/or BZLT.

PARTICIPANT HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS. PARTICIPANT UNDERSTANDS THAT, AMONG OTHER THINGS, HIS/HER SIGNATURE BELOW EXPRESSLY WAIVES AND RELEASES ANY RIGHTS HE/SHE HAS TO BRING A CLAIM FOR PERSONAL INJURIES, DISABILITY, DEATH, PROPERTY DAMAGE, OR OTHER LOSS AGAINST RELEASEES ARISING OUT OF OR CAUSED BY RELEASEES' (INCLUDING BZLT'S) OWN NEGLIGENCE. PARTICIPANT FURTHER UNDERSTANDS THAT THIS AGREEMENT IS A CONTRACT THAT MAY LIMIT HIS/HER LEGAL RIGHTS AND THAT IT IS BINDING UPON PARTICIPANT AND PARTICIPANT'S HEIRS, ASSIGNS AND LEGAL REPRESENTATIVES.

Signature of Participant

Participant's Printed Name

Date

Participant under eighteen (18) years of age: I truthfully represent I am the parent or legal guardian of the above-named minor. As parent/guardian signing this Agreement for the above named minor, I acknowledge and agree that I have read this document in full and that by signing this Agreement on behalf of the minor, the minor and his/her parents/guardians and their heirs, assigns, and legal representatives are bound by its terms. I hereby release from liability, forever discharge, indemnify and hold harmless Releasees for any obligation, claim, suit, or damages arising out of said minor's participation in the Zip Line Tour, minor's presence at the facilities, even if arising out of or caused by Releasees' (including BZLT's) own negligence.

Signature of Parent/Guardian

Parent/Guardian's Printed Name

Date