



# PUMPKIN RIDGE ZIP TOUR

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Participants Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Health insurance Co. \_\_\_\_\_ Policy #: \_\_\_\_\_

Doctor's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

*Please read this document carefully. It must be signed by all participants in Pumpkin Ridge Zip Tour. If the participant is a minor (younger than eighteen years of age), at least one parent or guardian (parent and guardian being referred to as Parent) must also sign, as evidence of their agreement to these terms and conditions on their own behalf and on behalf of the minor participant. **In the absence of a parent or other guardian another adult person responsible for the minor participant on the premises of Pumpkin Ridge Zip Tour must sign. IMPORTANT: This "Other Responsible Person" must be an adult and agrees to protect Pumpkin Ridge Zip Tour and others from claims of the child, as set forth at the "Indemnity" and "Other" sections, below. References in this agreement to "I" or "we" refer to all who sign below, unless otherwise indicated.***

## **PARTICIPANT AGREEMENT**

### **(Including Acknowledgment and Assumption of Risk, Agreements of Release and Indemnity, and Other Provisions)**

In consideration of the services of NW Adventure, LLC dba Pumpkin Ridge Zip Tour, a Limited Liability Company organized and existing under the laws of the State of Oregon (referred to in this document as "Pumpkin Ridge Zip Tour") I, Participant and Parent of a minor participant or Other Responsible Person, for myself and on behalf of a minor participant for whom I sign, acknowledge and agree as follows:

## **ACTIVITIES AND RISKS**

I understand that the zip line activities conducted by Pumpkin Ridge Zip Tour, the structures and premises on which they are conducted and related equipment expose participants to certain risks. The activities require moderate physical exertion, and include Zip Lines and suspension bridges (a variety of structures over, through and on which participants may be asked to walk, swing or climb, with or without the assistance of staff or co-participants) and associated climbing activities. Certain of the zip line activities may be conducted as high as 120 feet off the ground.

Among the hazards and risks of the activities and use of the premises and equipment are the following: falls; abrupt and possibly harmful contact with structures (fixed and moveable), objects, and persons; anxieties and fears associated with heights; close contact with other participants; carelessness and misjudgments on the part of participants and the staff of Pumpkin Ridge Zip Tour, including by failing to follow proper procedures, instructions and the operating policies of Pumpkin Ridge Zip Tour; the failure of structures and equipment; and the unpredictable forces of nature. Participants may experience an increased heart rate and other symptoms of anxiety and stress due to, among other things, physical exertion and reliance on others. Participants will have an active role and responsibilities in their "zipping", including steering and maintaining contact with the pulley below which they ride and using braking systems when necessary. The use of gear, including the pulley and braking will be described during a brief orientation prior to the tour. Injuries associated with participation in this program may include breaks, sprains, strains, bruises and other contusions and in extreme cases emotional upset, anxiety and even death.

I understand that there may be times during the zip line tour in which participants will not be supervised by Pumpkin Ridge Zip Tour, and that Pumpkin Ridge Zip Tour has no responsibility for participants during those times, for the general condition of the premises on which the activities are conducted, nor for any activity on such premises other than the actual zip line tour and moving to and from the lines.

The risks described, and others, are inherent in the zip line experience – that is, they cannot be removed without altering the nature of the activity. The description of these risks above is not complete and other unknown or unanticipated risks may result in property loss, injury or death. Engaging in these activities may require a degree of skill and knowledge different from other activities with which participants may be familiar. Participants have responsibilities for managing the risks to themselves and others. The activities, in addition to being recreational, are instructional in nature and participants are expected to expand their skills and judgment. Participant and Parent acknowledge that participation in this activity is purely voluntary, and with full knowledge of the inherent and other risks.

## **ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

Understanding the nature of the activities and their risks, and that other risks may be encountered, I acknowledge and expressly assume all risks of the Pumpkin Ridge Zip Tour activities, whether or not described in this document, known or unknown and inherent or not. If I am the Parent of a minor participant, or Other Responsible Person I have discussed the activities and risks with the child, who chooses to participate nevertheless. I take full responsibility for any injury or loss, including death, which I, or the minor for whom I sign, may suffer, arising in whole or part out of my, or the minor's, enrollment or participation in the activities of Pumpkin Ridge Zip Tour.

## **RELEASE AND INDEMNITY**

If I am an adult Participant or the Parent of a minor Participant, I hereby agree, for myself and, to the extent allowed by law, on behalf of the minor participant for whom I sign below, TO RELEASE AND NOT TO SUE Pumpkin Ridge Zip Tour, its owners, members, directors, managers, officers, agents, employees and volunteers, and the owner of the land on which the activities are conducted ("Released Parties"), with respect to any and all claims of injury, disability, death, or other loss or damage to person or property suffered by me or by the child, arising in whole or part from my or the child's enrollment or participation in the zip line activity or any related activity, including moving about the premises on which the zip lines are located. In addition, if I am an adult Participant or the Parent of a minor participant or an Other Responsible Person, I agree TO INDEMNIFY (that is, defend and satisfy by payment or reimbursement, including costs and attorney's fees) Released Parties from any claim of loss, injury or death, brought by or on behalf of the child for whom I sign, a co-participant in the activities, a rescuer, a member of my, or the minor child's, family, or anyone else, arising out of or in any way related to a loss suffered by me or the child, or caused by me or the child. These agreements of release and indemnity include loss or damage caused or claimed to be caused in whole or in part by the negligence of a Released Party, but not intentional wrongs or the gross negligence of a Released Party.

## **ADDITIONAL PROVISIONS**

I, an adult Participant or Parent of a minor Participant, or Other Responsible Person authorize Pumpkin Ridge Zip Tour to provide or obtain for me, or for the minor, such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such care and related transportation. Pumpkin Ridge Zip Tour and any third party medical care giver are authorized to exchange medical information concerning my, or the minor's, medical condition. Any dispute between a Released Party and Parent, Participant, or Other Responsible Person will be governed by the substantive laws of the State of Oregon (not including laws which might apply the laws of another jurisdiction), and any mediation or suit shall take place only in that state, in Washington County. If the dispute cannot be resolved by mutual agreement, I agree to submit it to a mediator recognized by the Courts of that State and County. I will pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by me, or by or on behalf of the minor participant, if the claim or suit is withdrawn or to the extent a court or mediator determines that the Released Party is not responsible for the claimed injury or loss.

I hereby give my permission and consent to the taking of photographs, videotapes, and other images of me, or the child, and agree that such images may be published and otherwise used by Pumpkin Ridge Zip Tour for advertising, promotion, publicity, or such other purpose as it deems appropriate, without compensation to me or to the child.

This agreement is entered into voluntarily, and after careful consideration. Its terms cannot be supplemented or amended except in writing. I understand and agree that it is binding, to the fullest extent allowed by law, upon all persons signing below, their respective heirs, executors, administrators, wards, minor children (whether or not they are Participants) and other family members. If any part of this agreement is found by a Court or other appropriate authority to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.

In emergency call: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature of participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent or Other Responsible Person: \_\_\_\_\_ Date: \_\_\_\_\_  
(if participant is under 18):