

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Wimberley Zipline Adventures, Winn Family LP, their agents, officers, volunteers, participants, employees, and all other persons or entities in any capacity on their behalf (hereinafter collectively referred to as "WZA"), I hereby agree to release, indemnify, and discharge WZA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation involving the zipline entails known and unanticipated risks that 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: the hazards of walking on uneven terrain and slips and falls; rope burns; pinches; scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; the use of ropes, harnesses, standing or walking near slopes and steep cliffs; the risk of exposure to insect bites; the risk of cold including hypothermia; my own physical condition, and the physical exertion associated with this activity.

Furthermore, WZA 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 might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, or 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.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless WZA 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 WZA's equipment or facilities, **including any claims which allege negligent acts or omissions of WZA.**
4. Should WZA 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 costs.
5. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against WZA, I agree to do so solely in the state of Texas, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.
7. I certify that I meet the **weight restrictions**. I weigh less than 250 lbs.

By signing this document, I acknowledge that if anyone is 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 WZA 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.

Signature of Participant _____ Printed Name _____

Address _____

Phone _____ Date _____

PARENT'S OR GUARDIANS'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name)
("Minor") being permitted by WZA to participated in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless WZA 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. I certify that the minor meets the **age and weight restrictions**, the minor is at least 9 years old and at least 65 lbs.

Parent or Guardian _____ Print Name _____ Date _____