



**Participant Information**

Name of guest that made reservation \_\_\_\_\_ Scheduled Tour Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Participant's Full Name \_\_\_\_\_ Birthdate \_\_\_\_/\_\_\_\_/\_\_\_\_ Weight \_\_\_\_\_ lbs.  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Email Address \_\_\_\_\_ Cell # \_\_\_\_\_  
Emergency Contact Name \_\_\_\_\_ Cell # \_\_\_\_\_

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

In consideration of being allowed to use the facilities and participate in guided zipline tour and other activities (collectively the "Activities") provided by the Provider, I the undersigned Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, 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 enhance, or otherwise affect, my risk for injury or illness as a consequence of my participation in the Activities;
3. **TO WAIVE ALL CLAIMS** that I have or may have against the Provider arising out of the Participant's participation in the Activities or the use of any equipment provided by the Provider ("Equipment"), including while receiving instruction and/or training;
4. **TO ACKNOWLEDGE AND VOLUNTARILY ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the negligent acts or conduct of the Provider, its owners, affiliates, operators, employees, agents and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and cannot be entirely reduced or eliminated from the zip line experience and include serious physical injury and death. **Additionally, I certify that I am between the weight limits of 80 and 250 lbs. on the date and time of this activity;**
5. **TO HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS** Provider, its owners, affiliates, operators, employees, agents and officers (the "Released Parties") from and against, all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of, or relating to, his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Provider, its owners, affiliates, operators, employees, agents and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct;
6. 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 Activities, 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 cost, including attorneys' fees that may be due for claims made against Provider;
7. Participant understands 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;
8. Participant accepts responsibility for any expense that may be incurred for any illness or injury that may result from my participation in Provider's Activities, including the costs of evacuation, hospitalization, and medical treatment;
9. Participant hereby grants to the Provider, its representatives, and employees the right to take **photographs/videos of Participant** in connection with Participant's participation in the Activities. Participant hereby authorizes the Provider to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Provider may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising and Web content;
10. Participant understands that harness adjustment and fitting requires the staff of the Provider to adjust straps on his/her legs, hips, chest and shoulders. Participant agrees that he/she will not engage in any inappropriate verbal or physical contact with any guides, rangers, or customer service personnel while on property;
11. Participant and his/her parent(s) or legal guardian(s) agree that the laws of the State of South Carolina shall govern this agreement and that the courts with jurisdiction in Beaufort County, South Carolina, shall have jurisdiction over any dispute that may arise between Participant and Provider;
12. Participant agrees that should any part of the Agreement be judged invalid by a court with proper jurisdiction that all other parts not so judged shall nevertheless remain valid and in effect.

I have read and understand this agreement and I am aware that by signing this agreement I may be waiving certain legal rights, including the right to sue.

Participant's 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 activities to be provided by ZipLine hilton head. My signature below reflects my agreement to all of the terms and conditions contained herein, as provided above.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Today's Date \_\_\_\_/\_\_\_\_/\_\_\_\_