

**New York Zipline Adventures, LLC**  
**AGREEMENT & WAIVER OF LIABILITY**

<hr/> <b>YOUR NAME (Parent)↑</b> <hr/>		
<hr/> <b>ADDRESS ↑</b> <hr/>		
<hr/> <b>TOWN</b> <hr/>	<hr/> <b>STATE</b> <hr/>	<hr/> <b>ZIP</b> <hr/>
<hr/> <b>TEL. #</b> <hr/>	<hr/> <b>CELL #</b> <hr/>	
<hr/> <b>LIST ADDITIONAL GUESTS UNDER 18 Y.O.</b>		
1.		
2.		
3.		
4.		
<b>We do not recommend those persons with back problems, heart conditions, or expectant mothers participate in the zipline or off-road activities.</b>		
<b>This Document Affects Your Legal Rights. You Must Read And Understand It Before Initialing Or Signing It.</b>		

**Acknowledgement of Risk**

I understand and acknowledge that the activities I am about to engage in voluntarily bear certain risks, which could result in injury, death, illness or disease, physical or mental, or damage as follows:

(1) the nature of the activities themselves, namely: zipline and canopy tours; walking on the mountain; adventure towers: observation of the zipline/canopy tours and adventure tower; transportation to and from the activity by either motor vehicle or chairlift, and all related activities; (2) the particular risks of the activities, including but not limited to the following: personal injury of any sort; property damage; hyperthermia; hypothermia; collision with trees, rocks other natural or man-made obstacles, and/or other vehicles, chair lifts, manufacturer's defects in equipment; obstacles such as branches, trees, cliffs, signs, posts, lift towers, utility poles, depressions, gullies and hidden stumps or rocks; rough, muddy or water crossings on the trails; rain storms, hail, lightening and other adverse weather conditions; participant's failure to follow the guide's safety and trail instructions; the unavailability of immediate medical attention in case of emergency; becoming disoriented and lost; insect bites; bee stings; sunburn; animal attacks and bites; participants may encounter jolting, jarring, slipping and shaking traveling in the vehicle; sections of trail are narrow with cliffs, trees, rocks with other natural obstacles on either side of the vehicle and trail which can scrape, catch, tear or otherwise injure or harm property or person if contact occurs; injury is possible if guest (con't. on reverse) does not use harness and helmet and follow NYZA safety guidelines; (3) the negligent acts or omissions of NYZA, its agents or employees, and other persons or entities; (4) latent or apparent defects or condition in equipment, harnesses, cables, tree platforms, protective clothing or property supplied by NYZA or other persons or entities; (5) use or operation by myself or others of equipment supplied by NYZA or other persons or entities; (6) the negligent acts or omissions of other participants in this activity and of third parties; (7) weather conditions; (8) contact with water, plants, or animals; (9) participant's own physical condition or participant's acts or omissions;

Cash: \_\_\_\_\_ Check / Traveler's Check \_\_\_\_\_ Credit Card: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Tour: \_\_\_\_\_ Witnessed by: \_\_\_\_\_

AGREEMENT

Release and Discharge, and Acknowledgement of Risk, Assumption of Responsibility and Risks

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(con't. from front page) (10) condition of roads, trails, waterways or terrain, and accidents connected with their use; (11) first-aid, emergency treatment or other services rendered; (12) consumption of food or drink; and (13) the loading and unloading of yourself on and off of chairlifts (you must follow instructions).

Participant understands and acknowledges that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, may also result in injury, death, illness or disease, or damage to my property.

I warrant and covenant that if I encounter a situation or problem that was not covered by the instructions provided by NYZA I hereby agree and promise to wait for proper instructions.

**Assumption of Risk and Responsibility**

**Being aware that this activity entails risks of injury, I agree, covenant and promise to accept and assume all responsibility and risk of injury, death, illness or disease, or damage to my property arising from my participation in this activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate, and I elect to participate in spite of all attendant known and unknown risks.**

**Release, Indemnification & Covenant Not To Sue**

I hereby voluntarily release and forever discharge NYZA and each of their agents, employees and/or insurers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including specifically but not limited to the negligent acts or omissions of NYZA, its agents and/or employees, and of all other persons or entities, for any and all injury, death, illness or disease, and damage to my property. To the extent permitted by law, I hereby agree to and shall at all times defend, indemnify and hold NYZA and its officers, agents and employees, wholly harmless from any and all losses, costs (including court costs and reasonable attorney's fees), expenses, penalties, response costs, claims, demands, suits by any person, persons, or entities whether or not frivolous), injuries, damages or death and other liabilities of whatever kind or nature, arising out of (directly or indirectly), connected with, incident to or resulting from participation in this activity.

I FURTHER AGREE, PROMISE AND COVENANT NOT TO SUE, ASSERT OR OTHERWISE MAINTAIN OR ASSERT ANY CLAIM AGAINST NYZA ITS AGENTS OR EMPLOYEES, FOR ANY ACTION, INJURY, DEATH, ILLNESS OR DISEASE, OR DAMAGE TO MY PERSON OR PROPERTY, ARISING FROM OR CONNECTED WITH MY PARTICIPATION IN THIS ACTIVITY.

**Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**Jurisdiction**

Notwithstanding the waiver of liability, release, indemnification and covenant not to sue, which I am signing, I further agree any claim based upon or arising out of this document will be brought in a court located in the state of New York venued in Greene County and be subject to the statutory and common law of New York.

**Agreement**

I understand that this is the entire agreement for release and discharge, acceptance of responsibility and acknowledgement of risks between myself and NYZA its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of any employee or agent of NYZA or by me. This agreement shall be effective when signed below, and photocopy, facsimile, electronic, or other copies shall have the same effect for all purposes as an original signature.

I have read page 1 and 2 and sign below to show that I fully understand and agree with its entire content:

**Photo Release**

I understand and acknowledge that my picture may be taken while participating in these activities. I grant NYZA and Hunter Mountain permission to use these images and sound bites for any promotional and marketing purpose they require.