



**VISITOR AGREEMENT
(INCLUDING ASSUMPTION OF RISKS AND AGREEMENTS OF RELEASE AND INDEMNITY)**

Please read this agreement carefully. It may affect your legal rights as a visitor to the zipline tour of Denver Zipline Tours, LLC, a Colorado limited liability company (“the company”). It must be signed by all adult (18 years of age and older) visitors and, if the visitor is a minor, by a parent or legal guardian (both, referred to below as parent) of that minor.

Visitor’s Name _____ **DOB** _____ **Sex M or F**

Address _____ **City** _____ **State** _____ **Zip** _____ **Country** _____

Email _____ **Phone#** _____

Emergency Contact Name: _____ **Phone#** _____

In consideration of Denver Zipline Tours, LLC services I, an adult visitor or parent of a minor visitor, acknowledge and agree as follows:

DESCRIPTION OF ACTIVITIES: This Agreement applies to all aspects of a visit to the premises of the zipline tour, including enrollment and other tour related activities at the company office in Conifer, Colorado, transportation to and from the site of the zipline tour in vehicles operated by the company, participation in the tour itself and otherwise being on and moving about the site of the tour (such aspects of the visit, and all others, sometimes referred to in this agreement as “the activities” or “the tour”). Visitors will move across uneven, unimproved terrain, including while moving from one zipline to another, and will be required to climb one tower of approximately 12 feet. The ziplines will carry participants at heights of up to approximately 250 feet. Participants in the zipline activities or in their vicinity must wear helmets at all times.

RISKS: The property on which the zipline tour is located is remote and includes rocky and wooded terrain, which may be home to potentially harmful plants and animals. Structures and personal protective equipment, including harnesses, lanyards, pulleys, and other devices may fail. Other visitors and staff may act carelessly, including failure to adequately secure safety equipment. Environmental, including weather, hazards may cause illness and injury. The activities of the zipline, moving about its premises and transportation to, from and upon the premises will expose visitors to falls, collision with other persons and fixed objects, scrapes, bruises, stings, broken bones, sprains, neurological damage, shock, and, in extraordinary cases, death. Circumstances may cause emotional upset, including panic, or other psychological trauma. Other risks will be encountered and injuries may occur in spite of efforts taken by the company’s staff to prevent them. The remoteness of the tour and other conditions may delay emergency medical care.

The risks described above, and others, are inherent in a visit to the zipline tour and cannot be eliminated without changing the nature of the activities and the value and appeal of the visit.

ASSUMPTION OF RISKS: I, an adult visitor, am knowingly and willingly choosing to participate in the activities of the zipline tour, including those described above, and including transportation and moving about the premises. I acknowledge and voluntarily assume ALL the risks of my visit, inherent and otherwise, and whether or not they are described above. If the visitor is a minor, I, parent, have discussed the activities and risks with him or her, the minor child understands them and wishes to participate in the visit and activities nevertheless, and I consent to such participation.

RELEASE AND INDEMNITY: I, an adult visitor or parent (as parent, for myself and on behalf of the minor visitor) hereby waive, release, discharge, hold harmless, promise not to sue and agree to indemnify Denver Zipline Tours, LLC, Jefferson County, Beaver Ranch Community, Inc. and their respective owners, members, directors, officers, managers, agents, employees, and independent contractors (collectively, the “Released Parties”) with respect to any cause of action, claims, damages, (including medical expenses, other costs and attorneys’ and other fees) or demands which I, or the minor child on whose behalf I sign below may have on account of personal injury, property damage, death, or accident of any kind, arising out of or any way related to my (or the minor visitor’s) visit to, participation in the activities of, or travel to and/or from the zipline tour. This agreement of release and indemnity includes claims of negligence, but not gross negligence or intentionally wrongful conduct, of a Released Party.

OTHER: For myself and on behalf of a minor for whom I sign, I further acknowledge and agree as follows:

1. The company’s staff may either administer or obtain emergency medical care for me, or for the minor child, in the event of an illness or injury, and I agree to be responsible for all costs related to that care, including transportation.
2. The company’s staff may take and use any photograph or video of me, or of the minor child, for any promotional purpose, without compensation. I acknowledge that other visitors may take images of me, or the child, and agree that the company is not responsible for the subsequent use of those images.
3. The substantive laws of the State of Colorado (but not those laws which may apply the laws of another jurisdiction) shall govern this Agreement and any dispute, regarding this Agreement or otherwise, between me, or the minor Visitor, and a Released party. Venue of any suit shall lie exclusively in a state or federal court of proper jurisdiction in Jefferson County, Colorado, to the jurisdiction of which court I hereby consent.
4. Should any part of this Agreement be determined to be invalid by a court with proper jurisdiction, all other portions of this Agreement not so determined shall nevertheless remain valid and in full force and effect.
5. I have carefully read this Agreement and I understand the terms set forth herein. I have explained the terms of this Agreement to any minor child on whose behalf I am signing it. No oral representations, statements, or inducements, apart from the foregoing written Agreement have been made. This Agreement contains the entire agreement between the parties, I am aware that by signing this Agreement I am waiving the rights described above, which I (and/or the minor on whose behalf I sign), or my (or the minor’s) heirs, next of kin, executors, administrators, assigns and representatives may have in the event of an injury or other loss.
6. This Agreement will apply to the visit or visits occurring on the date provided below and to future visits, provided that, if a new agreement is executed at a later time, it will pertain to visits on that date and thereafter.

7. I and/or the minor visitor voluntarily choose to zipline. Y / N

If ziplining, I am, and/or the minor visitor is, at least 5 years of age and weigh less than 225 pounds. Y / N

I and/or the minor visitor understand and accept the rules, regulations, requirements and dangers of this visit and have correctly responded to all requests for information and will follow all instructions of staff throughout the tour, safety talk and practice line. Y / N

I and /or the minor visitor am in good physical condition and have no medical or physical limitations such as allergies, fear of heights, pregnancy, heart conditions, recent surgeries, etc. and am not under the influence of any controlled substances such as alcohol, marijuana, prescription medication, which would cause me, or the child to be a danger to ourselves or to others. Y / N

Visitor's Signature (if over 18 years of age) _____

Date _____

Printed name of Parent/Guardian of Minor Visitor _____

Signature of Parent or Guardian _____