

## PARTICIPANT AGREEMENT

### (Including assumption of risks and agreements of release and indemnity)

Please read this agreement carefully. It affects your legal rights as a participant in a program of Denver Zipline Tours, LLC, a Colorado limited liability company ("the company"). "Participant" includes anyone who enrolls in, participates in or is otherwise at the site of an activity of the company. This agreement must be signed by all adult (18 years of age and older) participants and, if the participant is a minor, by a parent or legal (court appointed) guardian (both, referred to below as "parent") of that minor.

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

**DESCRIPTION OF ACTIVITIES:** This agreement applies to all aspects of enrolling and being enrolled in activities of the company, transportation to and from the enrollment office or activity sites in vehicles operated by the company (vans, trucks, ATVs, or other vehicles), participation in the recreation activities themselves and otherwise being on and moving about the site of a recreation or other activity. It applies to guided and non-guided activities and free time. These and all other activities are sometimes referred to in this agreement as "the activities" or "the program" of Denver Zipline Tours. The activities include, among others: hiking, ziplining, axe throwing, and beer tasting.

**RISKS:** The activities, including transportation, will expose participants to risks and dangers and include the following: ziplining, hiking and otherwise moving over rocky and wooded, uneven and unimproved terrain, and over water courses, whitewater and flat; collisions with others, including zipliners, guides, bikers, runners, hikers, and fixed or moving objects; weather conditions, including heat and cold; equipment failure and inadequate equipment; the negligence of other participants, the company and contractors; encounters with and exposure to potentially dangerous plants and animals; an errantly thrown or dropped axe; and other risks and hazards associated with the activities, the environment and transportation. Helmets must be worn for certain activities. Participants may be exposed to communicable diseases, including COVID-19. Participant may overestimate his/her abilities or fitness, be inattentive, or lose control. Participants may experience falls, scrapes, bruises, stings, broken bones, sprains, neurological damage, shock, mild and serious illnesses, emotional and psychological trauma, and, in extraordinary cases, even death, including by drowning. Other risks will be encountered and injuries may occur in spite of efforts taken by the company to prevent them. The remoteness of the activities and other conditions may cause delays in emergency medical care.

**Covid -19 :** The threat of the Covid-19 virus (coronavirus, "the virus") requires a heightened awareness of the disease and preventative measures to reduce the chances of infection, of Participants and staff. All Participants must read carefully, understand and comply with the information provided and posted by the Company as well as CDC guidelines and orders from local authorities pertaining to symptoms of and protection from the disease.

The company may contract with an independent company for certain of its activities. This independent contractor may require an agreement with participants limiting the contractor's liability. The contractor, and not the company, is responsible for the conduct of its services and any claim arising from such services must be pursued by the participant against the contractor, NOT the company.

The risks described above, and others, are inherent in being enrolled in and participating in the activities of the Denver Zipline Tours program; that is, they cannot be eliminated without changing the nature of the activities and the value and appeal of the program.

**ASSUMPTION OF RISKS:** If I am an adult participant, I am knowingly and willingly choosing to enroll and participate in the activities of the Denver Zipline Tours program, including those described above, and including transportation and moving about the premises of an activity site. I acknowledge and voluntarily assume ALL the risks of my enrollment and participation, inherent and otherwise, and whether they are described above or not. If I am the parent of a Participant who is a minor, I, parent, have discussed the activities and risks with the minor participant who understands them and wishes to enroll and participate nevertheless, and I consent to such enrollment and participation.

**RELEASE AND INDEMNITY:** I, an adult participant or parent (as parent, for myself and, to the maximum extent permitted by law, on behalf of a minor participant, if any), agree to waive, release and not to sue Denver Zipline Tours, LLC, its owners, members, directors, officers, managers, agents, and staff (the "Released and Indemnified Parties") with respect to any and all claims of illness, injury, disability, death or other loss or damage to person or property suffered by me or the minor participant arising in whole or part from my or the child's participation in an activity of Denver Zipline Tours, as described above. In addition I agree to indemnify (that is, to protect and defend, and pay demands and judgments, including costs and reasonable attorneys' fees and insurance deductibles) the Released and Indemnified Parties with respect to claims of other persons, including other participants, members of my or the minor participant's family or anyone else, arising out of or in any way related to a loss suffered by me or the minor child or caused by me or the minor child, arising in whole or part from my or the minor child's participation in an activity of Denver Zipline Tours. These agreements of release and indemnity include loss or damage caused or claimed to be caused in whole or in part by my or the minor's becoming infected by, or infecting others with, a communicable disease, including Covid-19. The agreements include claims of negligence, but not intentional wrongs or the gross negligence, of a Released and Indemnified Party.

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

1. I am responsible for my or the minor's participation within our respective capabilities and before beginning an activity I will advise staff of my, or the minor's, level of proficiency – beginner, intermediate or advanced - in that activity.
2. Participants must understand and comply with posted and otherwise communicated rules and instructions. Participation in an activity is not allowed if the participant, in the sole discretion of staff is, or appears to be, a danger to themselves or others, including by reason of the consumption or use of alcohol, or prescription or other drugs or medications.

3. I am, or the minor participant is, in good physical condition and have no medical or physical limitations caused by, among other conditions, allergies, heart conditions, illnesses, pregnancy, recent surgeries, use of any controlled substance including prescription drugs, alcohol and marijuana, that would cause me or the minor child to be a danger to ourselves or to others. 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.

4. The company's staff may take and use any photograph or video of me, or of the minor participant, for promotional or other purposes, without compensation. I acknowledge that other participants may take images of me, or the child, and I agree that the company is not responsible for the subsequent use of those images.

5. 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 participant, and a Released party. Venue of any suit shall lie exclusively in a state or federal court of proper jurisdiction in Jefferson County, Colorado, and I consent to the jurisdiction of that court.

6. 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.

7. 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.

8. This agreement will apply to my, or the minor child's, enrollment and participation occurring on the date provided below and to future enrollments and participation, provided that, if a new agreement is executed at a later time, it will pertain to enrollments and participation on that date and thereafter and will not affect rights created by this Agreement.

9. If ziplining, I am, and/or the minor visitor is, at least 5 years of age and weigh less than 245 pounds.

10. I am, or the minor participant is, in good physical condition and have no medical or physical limitations caused by, among other conditions, allergies, heart conditions, illnesses, pregnancy, recent surgeries, use of any controlled substance including prescription drugs, alcohol and marijuana, that would cause me or the minor child to be a danger to ourselves or to others. 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.

11. I hereby certify that I and/or my child or children are in good health that I and/or my child or children have no physical limitations which would preclude safe participation in the Activities, and I consent to my and my child's or children's participation. I HAVE READ AND UNDERSTAND the release agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement voluntarily after having read the agreement. I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM EVERY CLAIM AND ANY LIABILITY that I or my child may allege against the Releasees (including reasonable attorney's fees medical expenses) as a direct or indirect result of injury to me or my child because of my child's participation in the Activity, whether caused by the negligence of the released parties or others. I AGREE NOT TO INITIATE LITIGATION AGAINST DENVER ADVENTURES or DENVER ZIPLINE TOURS or any Releasees on my behalf or my child regarding any claim arising from my child's participation in the Activity.

12. I voluntarily choose to participate in the activity that I signed up for.

**Participant's Name** \_\_\_\_\_ **DOB** \_\_\_\_\_

**Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_ **Country** \_\_\_\_\_

**Email** \_\_\_\_\_ **Phone#** \_\_\_\_\_

**Emergency Contact Name:** \_\_\_\_\_ **Phone#** \_\_\_\_\_

Participant's Signature (if over 18 years of age) \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Parent/Guardian of Minor Participant \_\_\_\_\_

Signature of Parent or Guardian (if participant is 17 years of age and under) \_\_\_\_\_