



Release of Liability / Agreement Not to Sue

I, _____, I am aware that I am participating in a guided zip-line tour. The zip-line consists of a pulley suspended on a cable, mounted on a slope. It is designed to enable a user propelled by gravity to travel from the top to the bottom of the inclined cable by holding on to, or attaching to, the freely moving pulley. I am aware that it is a ground-to-ground course consisting of 6 zip lines, ranging in speeds of 0 to 60 mph.

I am aware that participating in the **Zip Adventures** activities includes certain risks. I fully understand and acknowledge that: (A) outdoor recreational activities such as zip lines, canopy tours, challenge courses, mountain hiking and exploring have inherent risks, dangers, and hazards and such may exist in my use of Zip Adventures of Vail's property and equipment and my participation in the above mentioned activities; (B) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, strains, fracture, partial and/or total paralysis, death or other ailments that could cause serious disability; injuries to hands, feet, ankles, head and any other parts of my body from contact with the zip line, ground, or other objects or persons during operation; injuries or death from the malfunction and/or failure of the zip-lining equipment, malfunction and/or failure of the braking system; injuries from improper or unexpected entry into the landing area; exposure to insect and snake bites, exposure to extreme temperatures and inclement weather, slips and falls, encounters with animals such as dogs, coyotes, mountain lions, and bears, collisions with other participants or objects, my physical condition, and injury and illness in remote areas without means of rapid evacuation or adequate medical care; (C) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Zip Adventures of Vail, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. If I choose to participate in Zip Adventures of Vail guided activities, risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, misjudgment of a guide, weather, trail or course conditions, my physical or mental ability to participate in the activity, risks of falling from high platforms, stands or towers and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and; (D) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Zip Adventures of Vail or by any other person, and that they may arise from foreseeable or unforeseeable causes.

For reliance by Setab Entertainment, LLC d/b/a Zip Adventures of Vail ("**Zip Adventures of Vail**"), I state that I am voluntarily participating in this activity (with or without instruction), and that I have full knowledge of the dangers involved. I hereby accept full responsibility for the risks and dangers to me connected with any **Zip Adventures** activities. (If the participant is a minor, "I," "me," and similar words also refer to the participant's parent(s) or legal guardian(s). If the participant is a minor, "you" and similar words also include the minor even if the participant's parent(s) or legal guardian(s) are signing on the participant's behalf.)

Please sign legibly _____ Print name: _____

Please Complete Front & Back

1. I agree that I must use the facilities of Zip Adventures of Vail, **only** in accordance with rules and instructions issued by Zip Adventures of Vail, Denver Water, and 4 Eagle Ranch, and any of their employees, agents, sponsors or providers.
2. I agree that, during **any Zip Adventures** activities, my use of any equipment that I provide, or that I borrow or rent from Zip Adventures of Vail, or any other sponsors or providers, will be entirely at my own risk. I understand and agree that Zip Adventures of Vail, and any other sponsors or providers, shall not be liable for any loss, personal injury or death, or damages resulting from the use, or the unsuitability, of said equipment. Zip Adventures of Vail, and its sponsors and providers, make no warranties of any kind regarding this equipment.
3. To the fullest extent allowed by law, I agree to RELEASE, INDEMNIFY and HOLD HARMLESS Zip Adventures of Vail, Denver Water, and 4 Eagle Ranch, and any of their employees, agents, officers, directors, contractors, sponsors, and providers from all actions or claims from myself, or my heirs or personal representatives, for any loss, personal injury or death, or damages resulting from my participation in any **Zip Adventures** activities, including the use of any equipment.
4. The terms of this release shall also be binding upon all other persons (including all minors and family members) who may accompany me, and upon their heirs, executors, and administrators. I understand this release is a binding contract that supersedes any other agreements or representations, and that this release is intended to provide a comprehensive release of liability to the greatest extent permitted by law. The specific rights of the parties may vary from state to state. If any part of this release is deemed unenforceable, all other parts shall be given full force and effect.
5. I am legally competent to sign this release or my parent or legal guardian has also read and signed this release.
6. I give my permission to Zip Adventures of Vail to use photographs, audio and video recordings and facsimile images of me, e-mail address(s), without compensation, for promotional and/or marketing information/activities.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I SIGN THIS RELEASE AGREEMENT OF MY OWN FREE WILL.

Date: _____

Signature of Participant / Legal Guardian / Parent

(Must be signed by parent or legal guardian if participant is a minor)

Please Print Name

Do you have any medical conditions? YES NO

Child's Name #1 & #2

Email Address

Explanation (if yes)

If I am signing on behalf of a minor (under age 18), in addition to the above, I also agree to RELEASE, HOLD HARMLESS and INDEMNIFY Zip Adventures of Vail, Denver Water, and 4 Eagle Ranch and any of their affiliates, employees, agents, officers, directors, contractors, sponsors, and providers for any loss, personal injury or death, or damages resulting from the minor's participation in any of the **Zip Adventures** activities described above, including the use of any equipment.

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