

ZIP PIGEON FORGE LLC & ZIP GATLINBURG

115 Conner Heights Rd. Pigeon Forge, TN 37863. 125 Historic Nature Trail. Gatlinburg, TN 37738.
222 Savage Garden Rd. Gatlinburg TN 37738.

Weight
(Do Not Fill In)

PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. *****READ BEFORE SIGNING*****

Participant's Name _____ Phone # _____

Are you pregnant? (Y/N) _____ Any previous injuries? (Y/N) Explain: _____

In consideration of being allowed to participate in any way in the zipline, including transportation (hereafter called the Program), I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in the Program is significant during all phases of the activity, including the potential for permanent paralysis, disability, and death. **These risks include but are not limited to:** Equipment failure and/or malfunction of my own or other's equipment; my own negligence and/or the negligence of others; Attack or encounter with insects, reptiles and/or animals; Fatigue or dizziness which may diminish my/our reaction time and increase the risk of accident; Outdoor activities include but are not limited to risks of exposure to elements, excessive heat, hypothermia, uneven surfaces and trees causing injury and/or death. **I agree to wear and use as instructed any necessary safety equipment provided to me AND use as instructed. I recognize that failure to do so will increase the potential for severe injury or death and absolves the RELEASERS from any liability whatsoever.**

2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation in the Program.

3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

4. I recognize that it may be necessary for the (Releasees) to refuse or terminate my participation if I am judged to be incapable of meeting the rigors or requirements of the Program. I accept the (Releasees) rights to take such actions for the safety of myself and/or other participants. I will not engage in any activity beyond my capabilities and will not cause any third party to be endangered by any of my actions during the Program.

5. I warrant and represent that I am in good health and have no physical or mental limitations or problems that would affect my safe participation or the safety of others in the Program and have not been advised otherwise by a qualified medical person.

6. By participating in or attending any activity in connection with this Program, whether on or off the premises, I consent to the use of any photographs, pictures, film, or videotape taken of me or provided by me for publicity, premonition, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright, or other ownership right connected to same.

7. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS ZIP PIGEON FORGE LLC, ZIP GATLINBURG, AND THREE BROS INC**, their officers, officials, agents, employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the Program (**RELEASEES**), from any and all claims, demands, losses, and liability arising out of, or related to any **INJURY, DISABILITY, OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by the law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND IT'S TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____
Participant's Signature _____ Age _____ Date _____

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION). This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in the Program as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by the law.

X _____
Parent/Guardian's Signature _____ Date _____ Emergency Phone Number(s) _____