

**KERFOOT CANOPY TOURS**  
**30200 Scenic Byway Road, Henderson, MN 56044**

(Administrative Use Only)
Date _____ Trip Time _____
Sky Guides _____

Please complete the information below (please print)

Do you need to talk to the Kerfoot Canopy Tours Leadership about any matters, including Medical conditions, Medications, or Physical Limitations? NO \_\_\_\_\_ YES \_\_\_\_\_

Please Explain: \_\_\_\_\_

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE \_\_\_\_\_  
DAY TIME PHONE: \_\_\_\_\_ NIGHT TIME PHONE: \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\\_\_\_\_\\_\_\_\_

**PLEASE READ BOTH SIDES CAREFULLY**

**CANOPY TOUR REGISTRATION, WAIVER & RELEASE OF LIABILITY, INDEMNIFICATION, AND ASSUMPTION OF RISK AGREEMENT**

DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following definitions:

- "Facilities" shall mean the grounds and other facilities, equipment and improvements situated on or forming part of the property located at 30200 Scenic Byway Road, Henderson, MN 56044.
- "KCT" shall mean KCT Operating I, LLC.
- "Releasees" shall mean KCT, its owners, shareholders, landlord, directors, officers, employees, agents, clients, customers, contractors, subcontractors, affiliates, subsidiaries, agents, representatives, successors and assigns.

AGREEMENT

In consideration of the services provided by Releasees, \_\_\_\_\_ ("Participant"), does hereby acknowledge and agree to the following:

Description of Canopy Tour:

KCT provides adventure recreation and environmental education. The Canopy Tour includes approximately fourteen (14) Zip Lines, one (1) Suspension Bridges, multiple Spiral Staircases and Interpretive Hikes. Zip Lines are high cable traverses using safety harnesses and associated hardware. Participants zip through the forest canopy and must step off high platforms to begin their traverse on the Zip Lines. Participants wear safety harnesses clipped into overhead cables with attached safety lanyards. Participants will be lead through the Canopy Tour by guides. Guides will assist with equipment and equipment transfers, but it is Participant's responsibility to follow instructions and monitor the continued fitness and readiness of Participant's equipment. Participants must be sufficiently fit and able to control the speed of participant's travel along the Zip Lines by grasping the cable above participant's head with leather gloves. Participants also may be required upon occasion to pull themselves along a stretch of cable if participants lose momentum before reaching any given landing platform. Participant hereby certifies and confirms that he/she is physically and mentally capable of performing and completing the tasks described above.

#### Medical Issues:

Participant must weigh between seventy (70) and two hundred fifty (250) pounds. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, pregnancy, arthritis, tendonitis or other joint and muscular-skeletal problems may impair the safety and well-being of participants on the course, as may other medical, physical, psychological and psychiatric problems. All such conditions may increase the inherent risks of the Canopy Tour and cause Participants to be a danger to themselves and/or others. Participants with underlying medical problems must carefully consider those risks before choosing to participate and they must fully inform tour staff in writing of any such medical problems prior to beginning the Canopy Tour. KCT reserves the right to exclude any applicant from participation for medical, safety or other reasons. However, it is Participant's sole obligation to assess the risks involved and determine whether he/she is able and willing to participate in the Canopy Tour. Participant represents that there are no health related reasons or conditions which would prevent him/her from participating in any of the activities described above.

#### Risks:

There are various risks involved with participating in Canopy Tours including, without limitation, the risk of injury, disability, death, and property damage. The emotional risks include, without limitation, unwelcome or inadvertent touching, hurt feelings, panic and psychological trauma. The physical risks include, without limitation, scrapes, lacerations, bruises, bites, stings, broken bones, sprains, strains, neurological damage, and death. The property on which the tour is conducted includes, without limitation, hilly, rocky, slippery and wooded terrain, cliffs, and ravines, and potentially harmful animals. Environmental hazards including, without limitation, weather and terrain, may escalate the risks of participating in Canopy Tours. Injuries may result from equipment failure or errors in judgment of, or failure to exercise reasonable care by, guides, staff or participants, and may occur in spite of any efforts to prevent them.

#### Assumption of Risks:

Participant hereby acknowledges, understands, accepts, and assumes all of the risks described above and any other risks that may be involved in entering the Facilities and participating in Canopy Tours.

#### Waiver and Release:

Participant agrees, to waive, release, relinquish and forever discharge Releasees, on behalf of himself/herself, and his/her heirs, assigns, personal representatives and estate from any and all claims and liability of any sort or kind whatsoever, whether known or unknown, whether in tort or contract, as a consequence or arising out of (a) illness, injury, disability and/or death to or of Participant at the Facilities including as a result of Participant's use of the Facilities or participation in activities offered at the Facilities, (b) damage to or destruction of vehicles or other property brought to the Facilities by Participant, (c) the performance, or failure to perform, maintenance, inspection, supervision or control of the Facilities and (d) negligent selection and training of guides and staff, or negligent supervision or instruction by guides and staff.

#### Indemnification:

Participant does further hereby agree to defend, indemnify and hold Releasees harmless from and against any and all liabilities and claims of any sort or kind whatsoever, whether known or unknown, whether in tort or in contract, which Releasees may suffer or incur, including, without limitation, attorneys' fees, court costs and litigation expenses, as a consequence or arising out of (a) through (d) in the preceding section.

#### Further Authorizations & Agreements:

Participant authorizes anyone working at the Facilities to call for medical care for Participant or any minor in Participant's care, or to transport Participant or any minor in Participant's care to an appropriate clinic or hospital. Participant authorizes a licensed health care provider or other first-aid provider to carry out emergency medical care deemed reasonably necessary for Participant or any minor in Participant's care in an

emergency where normal permission is unavailable. Participant agrees to pay all costs associated with such medical care and related transportation for Participant or any minor in Participant's care, and Participant hereby indemnifies and holds harmless Releasees from any cost incurred by them in connection therewith.

Participant hereby grants full permission to use any photographs or videos of Participant and each minor in Participant's care taken during their participation in activities at the Facilities for any purpose in promoting activities at the Facilities and/or promoting KCT.

**PARTICIPANT HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS. PARTICIPANT UNDERSTANDS THAT, AMONG OTHER THINGS, HIS/HER SIGNATURE BELOW EXPRESSLY WAIVES ANY RIGHTS HE/SHE HAS TO BRING A CLAIM AGAINST OR SUE THE RELEASEES FOR PERSONAL INJURIES, DISABILITY, DEATH OR PROPERTY DAMAGE. PARTICIPANT FURTHER UNDERSTANDS THAT THIS AGREEMENT IS A CONTRACT THAT MAY LIMIT HIS/HER LEGAL RIGHTS AND THAT IT IS BINDING UPON PARTICIPANT AND PARTICIPANT'S HEIRS, ASSIGNS AND LEGAL REPRESENTATIVES.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Participant's Printed Name

\_\_\_\_\_  
Date

Participant under eighteen (18) years of age: As parent/guardian signing this Agreement for the above named minor, I acknowledge and agree that I have read this document in full and that by signing this agreement on behalf of the minor, the minor and his/her parents/guardians and their heirs, assigns, and legal representatives are bound by its terms. I hereby release from liability, forever discharge, indemnify and hold harmless Releasees for any obligation, claim or suit arising out of said minor's participation in activities at the Facilities, minor's presence at the Facilities, property damage occurring at the Facilities, or any other claim related to my or said minor's presence at the Facilities.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Parent/Guardian's Printed Name

\_\_\_\_\_  
Date