

ASSUMPTION OF RISK AND RELEASE OF CLAIMS

A. By Participant (16-17 year old):

THIS IS A VERY IMPORTANT DOCUMENT. YOU MUST READ IT BEFORE SIGNING. THIS DOCUMENT CONTAINS A RELEASE OF CLAIMS. IF YOU SIGN IT, YOU WILL BE RELEASING KENTUCKY KINGDOM, LLLP AND ZIPLINE KINGDOM FROM ALL CLAIMS.

1. I, (**print first and last name**) _____ wish to participate in the Zipline Kingdom course on the date below.

2. I am at least 16 years old (**print date of birth**) _____.

In consideration of my ability to participate in the course, I agree to the following:

3. I certify that I am aware of the weight, height, and medical restrictions and confirm that I am at least 55" tall, weigh no more than 285 pounds and am in reasonably good medical condition. I understand that failure to follow these restrictions can create a significant increase of risk of harm to myself, other participants, and employees of Zipline Kingdom.

4. I understand that participation in the course exposes me to certain risks. The risk of personal and property injury, including permanent disability and death exists by reason of the potential for falls, collisions and contact with other participants and fixed objects, moving about the course grounds, exposure to the elements, heart attacks, negligent acts of Zipline Kingdom, latent or apparent defects or conditions of equipment supplied by Zipline Kingdom, failure of structures and equipment, unpredictable forces of nature, and otherwise. A number of these risks are inherent in nature and cannot be changed without changing the essential nature and educational and other values of the course. I understand that the description of risks is not complete and that other known and unknown risks may result in injury, illness or death.

BY EXECUTING THIS AGREEMENT, I ACKNOWLEDGE MY UNDERSTANDING OF THE RISKS AND DANGERS OF THE ACTIVITY, AND ITS NATURE AS A SUBSTANTIAL AND PHYSICALLY TESTING AERIAL OBSTACLE COURSE. I UNDERSTAND THAT THIS IS A HIGH-RISK ACTIVITY AND THAT I MAY SUFFER PERSONAL INJURY INCLUDING DEATH. I KNOWINGLY AGREE TO ACCEPT AND ASSUME ALL RISKS ASSOCIATED WITH THE COURSE, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF ZIPLINE KINGDOM.

5. I agree to participate in the course only to the extent of my skill level and physical and medical condition. I understand that I am solely responsible for determining which portion of the course, if any, I can participate in based on these and other factors. I do not have a pre-existing injury or underlying physical or medical condition that would increase the likelihood of injury, illness or death as the result of participation.

6. I agree to participate in the course in accordance with Zipline Kingdom's written Safety Rules of Participation, available online and at the course, and the oral instructions given to me before undertaking my participation.

7. I agree that I am responsible for my own safety and that of my possessions while participating and understand that I will not be supervised by any Zipline Kingdom personnel. If I participate, I represent that I am doing so freely and only after I have received and understood instruction on the Safety Rules of Participation, the Safety System, and my obligations in undertaking participation. I further acknowledge that the course and sites as described herein are elective in nature, and I can simply choose not to participate.

8. I grant to Zipline Kingdom the right to take **photographs/videos of me** in connection with my participation on the course, and convey all right, title and interest in and to the same to Zipline Kingdom. I authorize Zipline Kingdom to copyright, use, and publish the same in print and/or electronically, and agree to its use for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content. I authorize Zipline Kingdom to use my email below for promotional and other commercial purposes unless and until I opt-out by writing to info@ziplinekingdom.com. I have read and agree to Zipline Kingdom's privacy policy available at www.ziplinekingdom.com.

9. I, ALONG WITH MY HEIRS AND PERSONAL REPRESENTATIVES, HEREBY RELEASE KENTUCKY KINGDOM, LLLP AND ZIPLINE KINGDOM, THEIR OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, SUCCESSORS, LANDOWNERS, PARK ENTITIES, THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AND ITS BOARD MEMBERS, AGENTS, REPRESENTATIVES, CONTRACTORS, ELECTED OFFICIALS, APPOINTEES, EMPLOYEES, AND ASSIGNS ("RELEASEES") FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS, **ARISING FROM THE RELEASEES' NEGLIGENCE AND/OR MY PARTICIPATION IN THE COURSE AND/OR MY PRESENCE ON ZIPLINE KINGDOM PROPERTY/COURSE AREA** INCLUDING ANY PHYSICAL OR EMOTIONAL INJURY, INCLUDING DEATH OR DAMAGE TO MY PROPERTY.

10. I FURTHER, ALONG WITH MY HEIRS AND PERSONAL REPRESENTATIVES, AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS, **ARISING FROM THE RELEASEES' NEGLIGENCE AND/OR MY PARTICIPATION IN THE COURSE AND/OR MY PRESENCE ON ZIPLINE KINGDOM PROPERTY/COURSE AREA** INCLUDING ANY PHYSICAL OR EMOTIONAL INJURY, INCLUDING DEATH OR DAMAGE TO MY PROPERTY.

11. This Assumption of Risk and Release of Claims Agreement shall be governed under the laws of the Commonwealth of Kentucky. Any legal action arising hereunder shall be brought and decided exclusively by the Courts situated in Jefferson County, Kentucky. The substantially prevailing party shall be entitled to an award of its fees and costs (including attorney's fees) to be paid by the non-prevailing party. If the Court finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effectuate the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

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

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

EMAIL: _____

PHONE: _____

BRIEF INSTRUCTOR

ASSUMPTION OF RISK AND RELEASE OF CLAIMS

B. By Parent or Legal Guardian:

THIS IS A VERY IMPORTANT DOCUMENT. YOU MUST READ IT BEFORE SIGNING. THIS DOCUMENT CONTAINS A RELEASE OF CLAIMS. IF YOU SIGN IT, YOU WILL BE RELEASING KENTUCKY KINGDOM, LLLP AND ZIPLINE KINGDOM FROM ALL CLAIMS ON BEHALF OF YOURSELF AND THE ADOLESCENT.

1. I, (**print first and last name**) _____ am the parent or legal guardian of the adolescent listed in section A (the "Adolescent"), who is at least 16 years of age or, if I am not the parent or legal guardian of the Adolescent, I am authorized by the Adolescent's parent(s) or legal guardian(s) to act on their behalf and on behalf of the Adolescent, including signing this Assumption of Risk and Release of Claims.

I authorize the Adolescent's participation in the Zipline Kingdom course.

2. I am at least 18 years old (**print date of birth**) _____ and have attached a copy of my photo ID.

In consideration of the Adolescent's participation in the Zipline Kingdom course, I agree to the following:

3. I certify that I am aware of the weight, height, and medical restrictions and confirm that the Adolescent is at least 55" tall, weighs no more than 285 pounds and is in reasonably good medical condition. I understand that failure to follow these restrictions can create a significant increase of risk of harm to the Adolescent, other participants, and employees of Zipline Kingdom.

4. I understand that participation in the course exposes the Adolescent to certain risks. The risk of personal and property injury, including permanent disability and death exists by reason of the potential for falls, collisions and contact with other participants and fixed objects, moving about the course grounds, exposure to the elements, heart attacks, negligent acts of Zipline Kingdom, latent or apparent defects or conditions of equipment supplied by Zipline Kingdom, failure of structures and equipment, unpredictable forces of nature, and otherwise. A number of these risks are inherent in nature and cannot be changed without changing the essential nature and educational and other values of the course. I understand that the description of risks is not complete and that other known and unknown risks may result in injury, illness or death.

BY EXECUTING THIS AGREEMENT, I ACKNOWLEDGE MY UNDERSTANDING OF THE RISKS AND DANGERS OF THE ACTIVITY, AND ITS NATURE AS A SUBSTANTIAL AND PHYSICALLY TESTING AERIAL OBSTACLE COURSE. I UNDERSTAND THAT THIS IS A HIGH-RISK ACTIVITY AND THAT THE ADOLESCENT MAY SUFFER PERSONAL INJURY INCLUDING DEATH. ON BEHALF OF MYSELF AND THE ADOLESCENT, I KNOWINGLY AGREE TO ACCEPT AND ASSUME ALL RISKS ASSOCIATED WITH THE COURSE, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF ZIPLINE KINGDOM.

5. I agree to allow the Adolescent to participate in the course only to the extent of his/her skill level and physical and medical condition. I understand that I am solely responsible for determining which portion of the course, if any, such Adolescent can participate in based on these and other factors. Adolescent does not have a pre-existing injury or underlying physical or medical condition that would increase the likelihood of injury, illness or death as the result of participation.

6. I agree that Zipline Kingdom is not responsible for the safety of the Adolescent or that of his/her possessions while participating. I further acknowledge that he/she will not be supervised by any Zipline Kingdom personnel while on the course or otherwise. I represent that the Adolescent is participating

in the course of his/her own free will and that the course and sites are elective in nature, and I can simply choose not to permit the Adolescent's participation.

7. On behalf of myself and the Adolescent, I grant to Zipline Kingdom the right to take **photographs/videos of the Adolescent** in connection with his/her participation in the course, and convey all right, title and interest in and to the same to Zipline Kingdom. I authorize Zipline Kingdom to copyright, use, and publish the same in print and/or electronically, and agree to its use for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content. I authorize Zipline Kingdom to use my and/or the Adolescent's email for promotional and other commercial purposes unless and until I opt-out by writing to info@ziplinekingdom.com. I have read and agree to Zipline Kingdom's privacy policy available at www.ziplinekingdom.com.

8. ON BEHALF OF MYSELF AND THE ADOLESCENT, OUR HEIRS AND PERSONAL REPRESENTATIVES, I HEREBY RELEASE KENTUCKY KINGDOM, LLLP, ZIPLINE KINGDOM, THEIR OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES, SUCCESSORS, LANDOWNERS, PARK ENTITIES, AND THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AND ITS BOARD MEMBERS, AGENTS, REPRESENTATIVES, CONTRACTORS, ELECTED OFFICIALS, APPOINTEES, EMPLOYEES, AND ASSIGNS ("RELEASEES") FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS, **ARISING FROM THE RELEASEES' NEGLIGENCE AND/OR THE ADOLESCENT'S PARTICIPATION IN THE COURSE AND/OR PRESENCE ON ZIPLINE KINGDOM PROPERTY/COURSE AREA** INCLUDING ANY PHYSICAL OR EMOTIONAL INJURY, INCLUDING DEATH OR DAMAGE TO HIS/HER PROPERTY.

9. ON BEHALF OF MYSELF AND THE ADOLESCENT, OUR HEIRS AND PERSONAL REPRESENTATIVES, I AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS, **ARISING FROM THE RELEASEES' NEGLIGENCE AND/OR THE ADOLESCENT'S PARTICIPATION IN THE COURSE AND/OR PRESENCE ON ZIPLINE KINGDOM PROPERTY/COURSE AREA** INCLUDING ANY PHYSICAL OR EMOTIONAL INJURY, INCLUDING DEATH OR DAMAGE TO THEIR PROPERTY.

10. This Assumption of Risk and Release of Claims Agreement shall be governed under the laws of the Commonwealth of Kentucky. Any legal action arising hereunder shall be brought and decided exclusively by the Courts situated in Jefferson County, Kentucky. The substantially prevailing party shall be entitled to an award of its fees and costs (including attorney's fees) to be paid by the non-prevailing party. If the Court finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effectuate the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

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

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

EMAIL: _____

PHONE: _____