

## ASSUMPTION OF RISK AND RELEASE OF CLAIMS

**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 YOU AND ANY CHILDREN UNDER YOUR SUPERVISION MAY HAVE.**

**IF YOU ARE 18 OR OLDER AND NOT SUPERVISING ANY PERSONS UNDER 16, PLEASE COMPLETE THIS FORM.**

**IF YOU ARE 18 OR OLDER AND SUPERVISING ONE OR TWO PERSONS UNDER 16, PLEASE COMPLETE BOTH THIS PAGE AND THE FOLLOWING PAGE.**

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

**2. I am at least 18 years old (print date of birth) \_\_\_\_\_.**

In consideration of my participation 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 \_\_\_\_\_ . I have read and agree to Zipline Kingdom's privacy policy available at \_\_\_\_\_ .

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 TIME INSTRUCTOR

## ASSUMPTION OF RISK AND RELEASE OF CLAIMS

### IF YOU ARE SUPERVISING ONE OR TWO PERSONS UNDER 16, PLEASE READ AND COMPLETE:

**1.** I, (**print first and last name**) \_\_\_\_\_ am the parent, legal custodian and/or legal guardian of the child(ren) listed below who is/are under 16 years old and at least 10 years old or, if I am not the parent, legal custodian and/or legal guardian of such child(ren), I am authorized by such child(ren)'s parent(s), legal custodian and/or legal guardian(s) to act on their behalf and that of such child(ren) including signing this Assumption of Risk and Release of Claims. I wish that such child(ren) participate in the Zipline Kingdom course on the date below. "Participant" or "Child(ren)" shall be the child(ren) identified below taking part in the course.

\_\_\_\_\_  
full name, date of birth, age

\_\_\_\_\_  
full name, date of birth, age

One adult may supervise up to 2 children between 10 and 15 years old.

In consideration of the Child(ren)'s participation in the course, I agree to the following:

**2.** I certify that I am at least 18 and aware of the weight, height, and medical restrictions and confirm that the Child(ren) is/are at least 55" tall, weigh no more than 285 pounds and is/are in reasonably good medical condition. I understand that failure to follow these restrictions can create a significant increase of risk of harm to the Child(ren), myself, other participants, and employees of Zipline Kingdom.

**3.** I understand that participation in the course exposes the Child(ren) 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 CHILD(REN) MAY SUFFER PERSONAL INJURY INCLUDING DEATH. ON BEHALF OF MYSELF AND THE CHILD(REN), 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.

**4.** I agree to allow the Child(ren) to participate in the course only to the extent of their respective skill level(s) and physical and medical condition(s). I understand that I am solely responsible for determining which portion of the course, if any, such Child(ren) can participate in based on these and other factors. Such Child(ren) does/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.

**5.** I agree to ensure that the Child(ren) 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 us before undertaking participation.

6. I agree that I am responsible for the safety of the Child(ren) and that of their possessions while participating and understand that neither I nor they will be supervised by any Zipline Kingdom personnel. If the Child(ren) participate in the course, I represent that they are doing so freely and only after I am satisfied that they have received and understood instruction on the Safety Rules of Participation, the Safety System, and their obligations in undertaking participation. I further acknowledge that the course and sites are elective in nature, and I can simply choose not to permit the Child(ren)'s participation.

7. I agree the Child(ren) will be under my direct supervision at all times. They will not be more than one crossing ahead of, or behind, me and I will make sure I can see their attachments at all times. I agree to stay at the top of the zipline to ensure the Child(ren) are clipped onto the zipline correctly.

8. On behalf of myself and the Child(ren), I grant to Zipline Kingdom the right to take **photographs/videos of the Child(ren)** in connection with their 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.

9. ON BEHALF OF MYSELF AND THE CHILD(REN), 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 CHILDREN'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. ON BEHALF OF MYSELF AND THE CHILD(REN), 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 CHILD(REN)'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.

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**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 \_\_\_\_\_