

DATE: _____

TIKI ZIPLINE Canopy Tours
33203 Hwy. 1019 Denham Springs, Louisiana 70706
(225) 938-2288

PARTICIPANT'S AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

Description: The Tiki Zipline (Hereinafter referred to as TZ) Canopy Tour activities provide opportunities for adventure and recreation. The Canopy tour includes stairs, ziplines, sky bridges, and all other related activities that might take place. Ziplines are high cable traverses using safety harnesses and associated hardware. Participant's zip through the upper forest canopy and are challenged with the difficulties of stepping off a high platform or tower, **confronting a fear of heights**, and the risk of accepting these and other new challenges. Sky bridges are walkways high in the forest canopy consisting of planking supported by steel cables and cable handrails. The tour through the forest canopy will be led by a guide trained to lead participants towards their desired recreational outcomes. All equipment will be fitted and checked by the staff, progress throughout the tour will be closely monitored by the guides, and all equipment transfers will be performed by guides. Participants must be reasonably fit and able to control the speed of their travel along the zip lines by grasping the cable with leather gloves. Participants may also be required upon occasion to pull their self along a stretch of cable if they lose momentum before reaching any given landing platform.

Risks: Serious injuries are uncommon in the Canopy Tour, but the risk of injury or death certainly exists, by reason of falls, contact with other participants and fixed objects, moving about or being transported on the grounds of which the activities are initiated and conducted. The emotional risks range from unwelcome or inadvertent touching, simple hurt feelings to panic and psychological trauma (such as fear of heights). The physical risks range from small scrapes and bruises to bites and stings, broken bones, sprains, neurological damage, and in extraordinary cases, even death. The property on which the tour is located includes hilly, wooded terrain, cliffs, creek beds, and a river with potential harmful plants and animals which may bite or sting. **Injuries may be a natural consequence of the activity undertaken, as a result of the environmental hazards, as a result of errors in judgment or other negligence of the staff or participants, or otherwise may occur in spite of the reasonable efforts of the staff to prevent them.** In all cases these inherent risks, and other risks which may not be inherent, whether or not described above must be accepted by those who choose to participate.

I acknowledge the nature of the activities that I will engage in as described above. I understand that there are risks of injury and death associated with these activities. I acknowledge and voluntarily assume the risks of illness, injury, and death associated with these activities inherent and otherwise, and whether or not described above, including those which may result from the negligent acts or omission of other participants or staff. Therefore, I hereby expressly release, forever discharge, and agree to indemnify and hold harmless TZ from any and all claims, demands, or causes of action, which are in any way connected with me or my minor child's participation in this activity. Should TZ or anyone acting on TZ's behalf be required to incur attorney's fees and cost to enforce this agreement, I expressly agree to indemnify and hold TZ harmless for all such fees and costs.

This agreement shall be governed according to the **laws of Louisiana**. Each party submits to the jurisdiction of Louisiana state courts and to the venue of Livingston Parish in connection with any proceeding arising out of this Agreement. The prevailing party in any action or proceeding relating to this Agreement shall be entitled to recover reasonable attorney fees and other costs from the non-prevailing party.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. In consideration of me or my child being permitted by TZ to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless TZ from any and all claims which are brought by, or on behalf of my child or my self and which are in anyway connected with such use or participation by my child or my self.

Any legal action will be decided by arbitration only

Adult/ Guardian:

Name: _____ Age: ____ Height: _____ Weight: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Medical Conditions: _____

Signature: _____ Date: _____

Minor: Child

Name: _____ Age: ____ Height: _____ Weight: _____