

# CATALINA ZIP LINE ECO-TOUR & AERIAL ADVENTURE WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK (“RELEASE”)

## **NOTICE: THIS RELEASE AFFECTS YOUR LEGAL RIGHTS.** **PLEASE READ IT VERY CAREFULLY AND UNDERSTAND IT BEFORE YOU SIGN.**

I, the undersigned, hereby understand and unconditionally agree, on behalf of myself or, if I am signing this document on behalf of a person who is under the age of eighteen (“Minor”), on their behalf as his/her “Guardian”, (hereinafter the “Participant(s)”), and my heirs, assigns, personal representatives and estate (or those of the Minor if I am his/her Guardian), to all of the terms set forth in this Release. This Release is for the benefit of Catalina Island Company and its parent company, Santa Catalina Island Company, and their respective directors, officers, employees and agents (together called “Company” in this Release).

**DESCRIPTION OF THE ACTIVITIES.** Zip lines are high cable traverses using safety harnesses and associated hardware, solely for the purpose of recreation. Participants will receive orientation and instructions and access the activity by motor vehicle. Participants will zip over the Company’s property, which is hilly, rocky, and vegetated terrain. The Aerial Adventure is a series of elevated platforms, bridges, obstacles, repels, and small zip lines using safety harnesses and associated hardware, solely for the purpose of recreation. Participants will receive orientation and instructions and access the activity on foot. Participants will climb in a wooded area on the Company’s property, which is hilly, rocky, and vegetated terrain.

**ACKNOWLEDGEMENT OF RISKS.** The Catalina Zip Line Eco-Tour and Aerial Adventure (each herein called an ‘Activity’) are created for the purpose of recreation. I acknowledge that there are known and unknown risks inherent in and/or related to the Activity and that no amount of care, caution, instruction or expertise can eliminate said risks; and I accept and elect to participate in the Activity in spite of said risks, including, but without limitation: (a) risk of accidents, property damage, injury, serious injury of any kind and/or death; and of subsequent injuries or accidents which may be compounded by negligent rescue operations or procedures of the Company or others; (b) risk of fatigue, dehydration, overheating, chill and/or dizziness, physical and mental exertion during the Activity which may diminish my reaction time and that of others and may therefore increase the risk of accident and/or injury; (c) environmental hazards, including, but not limited to, terrain, changing weather, fog, rain, wind and/or other conditions, falling rocks, and erosive cliff edges through or near which I will be walking and/or traveling; as well as other hazards, including, but not limited to, uneven and/or slippery trails and/or roads, encounters with plants, insects, or animals (including bites/stings), broken tree limbs, falling, slipping, jolting, or jarring, impacting objects or persons, my own inability to properly participate in the Activity or to follow rules and directions concerning the Activity and unforeseeable events, which may all contribute to the chances of accident and/or injury; (d) emotional risks, which may range from unwelcome or inadvertent touching, simple hurt feelings to panic and psychological trauma; (e) risks from errors in judgment, or other negligence, by either the Participant, other Participants, the Company or others; (f) misinformation and instructions or the lack thereof; and (g) risk of equipment malfunction or equipment misuses. In all cases, known or unknown inherent risks, and other known or unknown risks which may not be inherent, whether or not described above, must be accepted by those who choose to participate in the Activity. I have voluntarily applied and decided to participate in the Activity and no one is forcing me to participate.

**PARTICIPANT QUALIFICATIONS.** I hereby confirm that: (a) I am at least eighteen (18) years of age or if I am a Minor, my Guardian must represent me and agree to all the terms in this Release by signing below; (b) that I am physically, mentally, psychologically, physiologically and emotionally capable of participating in the Activity; (c) that I am able to comprehend and will comply with all of the instructions and safety requirements for participating in the Activity; (d) that I weigh at least eighty (80) lbs, but not more than two-hundred forty (240) lbs for the Zip Line Eco Tour and no more than two hundred seventy (265) lbs for the Aerial Adventure; (e) that I am physically able to: fit within the safety harness, grasp and pull ropes, climb, balance, and properly use the equipment provided to me by the Company; to demonstrate all proper riding positions; and (f) that I am participating in the Activity voluntarily and of my own free will. Participants may not participate in the Activity if they are under the influence of alcohol or any substance that might impair judgment, physical capability or which may cause danger to others.

**MEDICAL CONCERNS.** I hereby acknowledge that the Activity is designed for use by Participants of at least average mobility and strength who are in reasonably good health. Individuals with any medical problems or concerns, including but not limited to: neck, back or shoulder problems, injuries, pain or instability, cardiac conditions or diseases, obesity, high blood pressure, pulmonary problems, arthritis, tendonitis, other joint and muscular-skeletal problems, seizure disorders, problems with balance, pregnant women, medical, physical, physiological, psychological and psychiatric problems, may increase any known or unknown inherent risks of the Activity and cause the Participant to be a danger to themselves or others on the Premises. Individuals with any of these conditions and any and all other underlying medical problems or concerns that put them at greater risk of injury or illness during the Activity must carefully consider those risks before choosing to participate, and they must fully inform the staff, in writing, in the space provided below, prior to the beginning of the Activity.

**SAFETY PROCEDURES.** I acknowledge and agree to listen to and follow the rules, guidelines and safety procedures for participating in the Activity, including, but not limited to the following:

- I will obey all safety instructions provided to me by the Company, and the Company’s designated guides and staff.
- I must wear all the equipment required for my safety, otherwise, I may not participate in the Activity.
- I will not make any adjustments to my equipment, and I agree that all adjustments will be made only by or with the assistance of the Company’s designated guide or staff.
- I will not intentionally flip myself over or invert myself while on the zip line or aerial adventure course.
- I will hold on with at least one hand at all times while zipping.
- No loose jewelry or personal items are permitted (i.e. including, but not limited to, cell phones, purses); hair must be secured so it cannot come in contact with any equipment or impair vision; appropriate footwear is required – Participants must wear flat shoes that are, closed toed and secure (will stay on feet during the Activity), provide stability and be suitable for climbing ladders, stairs and ropes.

**COMPANY RIGHT TO REFUSE PARTICIPANT.** I understand and agree that the Company reserves the right, in its sole discretion, to refuse to permit me to participate in the Activity, and that the Company may terminate my participation in the Activity, if it believes me to be incapable of following the instructions, meeting the safety requirements or the rigors of participating in the Activity, including, but not limited to, any medical or safety reasons. I specifically agree to release the Company from any liability if I am prevented from participating in the Activity for any reason whatsoever.

**RELEASE, WAIVER OF LIABILITY.** I hereby waive and release and hold the Company (and Canopy Tours, Inc., TMAA, LLC, and Adventure Park Gear, Inc., its employees and agents, who consulted/worked on the zip line and aerial park) harmless from and against, and agree not to sue them for, any and all claims, causes of actions and liabilities of any kind, known and unknown, any that may arise out of or relate in any way to my participation (and/or anyone else's participation over whom I am Guardian) in the Activity, including, but not limited to claims, causes of actions and liabilities for wrongful death, personal injury or damage to or loss of property.

I am aware of and specifically waive the provision of the California Civil Code Section 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his factor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

**This Release is intended to release the Company from its own negligence to the fullest extent permitted by law.** Any legal action relating to the Activity or this Release can be brought only in the Los Angeles County Superior Court.

**USE OF IMAGE.** The Company reserves the right to use voice, video or other photographic images of the Participant for future marketing and educational purposes and Participant (and Guardian, as it may be the case) hereby consent to such use, without compensation.

I have carefully read, fully understand and hereby freely and voluntarily agree to the terms and conditions stated in this Release, and promise to assume all unknown or known risks involved and associated with the Activity. I acknowledge that this Release shall be effective and binding upon myself, my heirs, assigns, persons representatives and estates. I hereby confirm that I am at least 18 years of age. If I am a Minor, my Guardian has signed below, agreeing, in full, to all of the contents of this Release. I understand that as an alternative to signing this document, I may decline to participate in the Activity.

_____	_____	_____	
<b>PRINT</b> Participant's Name	(Participant's Signature)	(Date)	
_____	_____	_____	
<b>PRINT</b> Guardian's Name (If Participant is under 18)	(Guardian's Signature)	(Date)	
_____	_____	_____	Activity Time: _____
<b>PRINT</b> Witness's Name (Name of Company Staff / Guide)	(Witness's Signature)	(Date)	

**\*PLEASE PRINT LEGIBLY\***

PARTICIPANT'S NAME: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_  
NAME OF GUARDIAN (IF PARTICIPANT IS UNDER 18): \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
EMERGENCY CONTACT NAME: \_\_\_\_\_  
EMERGENCY CONTACT NUMBER: (\_\_\_\_\_) \_\_\_\_\_  
HEIGHT: \_\_\_\_\_ WEIGHT: \_\_\_\_\_ ARE YOU PREGNANT? YES / NO  
DO YOU HAVE ANY PHYSICAL OR MEDICAL CONDITIONS WE SHOULD BE AWARE OF? YES / NO  
(IF SO, WHAT ARE THEY?) \_\_\_\_\_