

# **LAKE TRAVIS ZIPLINE ADVENTURES LLC.**

## **PARTICIPANT AGREEMENT**

### **(Including Acknowledgement and Assumptions of Risks, Agreements of Release and Indemnity, and Other Provisions)**

Please read this document carefully. It must be signed by all visitors ("Visitors") to Lake Travis Zipline Adventures LLC ("the Park") who are fourteen (14) years of age and older. If the visitor is a minor (younger than eighteen years of age), at least one parent or guardian (parent and guardian being referred to below as "Parent") must also sign, as evidence of his or her agreement to these terms and conditions for himself or herself and, to the maximum extent allowed by law, on behalf of the minor Visitor. An unaccompanied minor must provide evidence that the signature of a parent or guardian is authentic, including by a photo copy of the signing party's driver's license.

In consideration for the services of the Park, its owners and operators I, Visitor and the Parent of a minor Visitor acknowledge and agree as follows:

#### **ACTIVITIES AND RISKS:**

Access to the Park is by boat only and may include boats operated by Park staff. Visitors are allowed to move about areas of the Park only within marked boundaries and may enter the water only in the designated swimming areas. Children under 16 must be accompanied by an adult at all times. The terrain of the Park may be uneven and unstable, particularly near the water. Poisonous plants and dangerous animals, including snakes, may be encountered. Persons entering the water do so at their own risk (no lifeguard will be present). Warnings and instructions, including by signs and Park staff, must be observed.

The zip line tour, the structures and premises on which the tour is conducted and the equipment used expose participants to certain risks. Tour activities require moderate to vigorous physical exertion, and include travel along the zipline (cables) at heights of up to 150 to 200 feet. Zip lines may descend steeply, and will cross ravines and lake inlets. Travel from one zipline to another may be over steep and uneven ground and may be strenuous. Participants, assisted by staff, will be attached to the cable by means of a lanyard clipped onto the Participant's harness. The Participant will then move, often with considerable speed, down and along that cable, to a stopping point at which, with staff assistance, Participant will disconnect from the cable and move to another line, or off the tour. Participants share the responsibility with staff for assuring that they are properly attached to a lanyard before beginning down the zipline. A harness which is not attached to a secure point provides no protection, and a fall and serious injury are almost certain to occur. Several ziplines cross bodies of water which are deep enough to require swimming to safety in the unlikely event of an equipment failure or other accident which causes the participant to land in that water. Participants may request personal floatation devices for tours on those ziplines. The risks of tours on such lines include water immersion and drowning.

The Park offers watercraft for rental. Persons who rent or occupy the watercraft are solely responsible for their safety on the water. Boating activities will not be monitored by staff and rescue or even assistance should not be expected.

Among the hazards and risks of visiting the Park and the use of its premises and equipment are the following: accidents in transporting Visitors to the Park; falls; abrupt and possibly harmful contact with structures (fixed and moveable) and persons; anxieties and fears associated with heights; close

contact with other participants; carelessness and misjudgments on the part of participants and the staff of the Park, including failing to follow proper procedures, instructions and the operating policies of the Park; the failure of structures and equipment; and the unpredictable forces of nature. Participants on the zipline may experience an increased heart rate and other symptoms of anxiety and stress due to, among other things, physical exertion and reliance on others. Participants will have an active role and responsibilities in their “zipping”, including preparedness for the beginning of the zip, landing and dismounting. The use of gear and other procedures will be described during a brief orientation prior to the tour. The Park has no responsibility for Visitors at the Park who are not actively engaged in zipline activities.

Injuries associated with participation in this program may include breaks, sprains, strains, bruises and other contusions and in extreme cases emotional upset, anxiety and even death. Water activities, including wading, swimming and boating include the risk of prolonged water immersion and drowning. Boats may collide and capsize, throwing passengers into the water. The Park is remote, and medical evacuation and care may be significantly delayed. The staff has no training for medical emergencies other than basic first aid and CPR.

The risks described above, and others, are inherent in a visit to The Park and participating in activities at the Park – that is, they cannot be removed without altering the nature of the experience. The description of risks above is not complete and other unknown or unanticipated risks may result in property loss, injury or death.

#### **ASSUMPTION OF RISKS:**

I acknowledge and voluntarily assume the risks of illness, injury, and death associated with these activities, inherent or otherwise, and whether or not they are described above. I understand that Visitors may engage in other activities, supervised and not supervised. If the Visitor is a minor I, Parent, have discussed the activities and risks with him or her, the minor child understands them and wishes to participate nevertheless, and I consent to such participation, by my signature below.

#### **RELEASE AND INDEMNITY:**

**I, AN ADULT VISITOR OR PARENT OF A VISITOR WHO IS A MINOR ( FOR MYSELF AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, ON BEHALF OF THE MINOR), HEREBY VOLUNTARILY RELEASE AND AGREE NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS, LAKE TRAVIS ZIPLINE ADVENTURES LLC, SHIPTX GROUP, LTD., BFG INVESTMENTS PARTNERSHIP, LTD AND RITA REED GEORGE, OF SAN ANTONIO, TEXAS, AND THEIR RESPECTIVE PARTNERS, OWNERS, DIRECTORS, EMPLOYEES, VOLUNTEERS AND INDEPENDENT CONTRACTORS (THE “RELEASED PARTIES”) WITH RESPECT TO ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION WHICH ARE IN ANY WAY CONNECTED WITH MY ENROLLMENT OR PARTICIPATION IN ACTIVITIES AT THE PARK, INCLUDING THE ZIPLINE TOUR, MOVING ABOUT THE PREMISES AND THE USE OF EQUIPMENT OR FACILITIES, AND INCLUDING SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF RELEASED PARTY (BUT NOT CLAIMS OF GROSS NEGLIGENCE OR INTENTIONALLY WRONGFUL CONDUCT).**

#### **OTHER PROVISIONS:**

1) Persons whose weight is less than 70 pounds or more than 250 pounds will not be allowed on the zipline tour. I represent that my, or the minor child’s, weight is not less than 70 nor more than 250 pounds.

2) I represent that I, or my minor child, am/is fully capable of participating in this activity and have no current or past physical or psychological medical condition that would prevent participation in the activities at The Park.

3) I authorize any qualified medical or para-medical provider, including a member of the Park staff, to administer or obtain emergency medical care for me or the child and to exchange medical information with the third party care provider. I hereby give permission for transportation to a medical facility or hospital.

4) I understand and agree that if I or my minor child must be rescued I will bear the costs of the rescue or evacuation.

5) I represent that neither I nor the minor child is under the influence of alcohol or drugs when signing this agreement, and will not be under such influence when participating in zipline, water or any other activities associated with The Park.

6) I grant to The Park the right to use for promotional purposes any photograph or video images taken of me, or the minor child, while at The Park.

7) Should a court of competent jurisdiction declare any portion of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect.

8) I agree that if a released party is forced to defend any action, lawsuit or litigation by me or my minor child or my or the child's executors, or heirs, or family on my or the child's behalf, I or my, or the child's, heirs or executors and I agree to pay released parties, their costs of litigation and attorney's fees if or to the extent they successfully defend such action, lawsuit or litigation.

9) I agree that the venue of any lawsuit or other litigation regarding my or the child's visit to The Park or the terms of this Agreement shall be in Travis County, Texas and governed by Texas substantive law (not including the laws of Texas which might invoke the laws of another jurisdiction.)

10) We value your privacy. Your personal information will be kept confidential and will never be sold to third parties. It will be used ONLY for communications related to the services provided by Lake Travis Zipline Adventures of Austin TX or to alert you to special promotions and sales events we offer.

I have read, and fully understand this agreement. I am aware that by signing this agreement I am waiving the rights described above which I (or the minor on whose behalf I sign), or my (or the minor's) heirs, next of kin, executors, administrators, assigns and representatives may have.

\_\_\_\_\_  
Print Name of Visitor, adult or minor

\_\_\_\_\_  
Signature of Visitor, 14 years and older

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent or Guardian, if Visitor is a minor

Date: \_\_\_\_\_