

RICHARDSON ADVENTURE FARM, LLC

PARTICIPANT AGREEMENT, MEDICAL RELEASE and RELEASE OF LIABILITY

Participant Name _____ (please print)

Parent/Guardian Name (if Minor): _____ (please print)

Initial below to indicate that you have read, understand and agree to the section following your initials.

Parents/Guardians/Legal Representatives should initial on behalf of participating Minors after discussing each section with them, indicating that both the Minor and the Parent/Guardian/Legal Representative agree to each section.

_____ **User states that he/she is not now under the influence of any controlled substance (including alcohol), and that he/she will not be under the influence of any such substance when present at any activity sites or while participating in or using the Zip Line.** User realizes that participating in/using the Zip Line while under the influence of a controlled substance would endanger others and him/herself.

_____ **User is aware that he/she might be photographed and/or videotaped during his/her participation, and authorize such photographs and/or videotapes to be used by Richardson Adventure Farm, LLC in training and/or promotional materials at any point in the future.** User understands that his/her name will not be used and/or published in any way, and that User will not receive compensation for the use of such photographs and/or video tapes.

_____ **User gives consent to Richardson Adventure Farm, LLC employees and to emergency medical personnel to treat him/her if they deem it to be medically necessary.** User authorizes Richardson Adventure Farm, LLC's employees and sub-contractors to secure such medical advice and services as they feel necessary for User's health or well-being. User gives permission for emergency anesthesia and/or surgery that might be necessary due to an illness or injury occurring during his/her participation.

_____ **User agrees to accept financial responsibility for any medical expenses and/or loss of income** not covered by User's Insurance Policy that results from his/her participation in or use of the Zip Line.

_____ **User understands that Zip Lines are, by their nature, physically and emotionally demanding,** and that participating in these activities may involve risks such as walking, bending, twisting, pulling, lifting, running, jumping, climbing, swinging, increased heart or breath rates and/or physical contact with others.

_____ **User understands that although the Richardson Adventure Farm, LLC staff will make every reasonable effort to minimize exposure to known risks, not all dangers and hazards can be prevented** (i.e. cuts, bruises, scrapes, fractures, dislocations, fatalities, etc.).

_____ **User understands that his/her participation is voluntary and that User has the right and the responsibility to limit participation in any activity that he/she believes will compromise his/her safety,** and agree to notify a Richardson Adventure Farm, LLC employee if he/she has safety concerns. If User chooses to physically participate in any of the activities, he/she voluntarily assumes all risks associated with such participation.

_____ **User understands that Richardson Adventure Farm, LLC staff has the right to deny his/her participation** and that it is User's responsibility as a Participant to follow the instructions, guidelines and procedures established by the Facilitator(s)/Trainer(s). If, at any time, User does not understand or has not heard specific instructions given by the Facilitator(s)/Trainer(s), User realizes that it is his/her responsibility to ask for clarification and/or assistance before any participation.

_____ **User understands and assume all dangers and risks (both known and unknown) associated with User's presence at any activity sites or participation in or use of the Zip Line and waives release and discharge of Richardson Adventure Farm, LLC and their agents, officers and employees from any and all claims or causes of action arising from such presence or participation.** User agrees to indemnify and hold harmless Richardson, its successors or assigns, representative officers, agents and employees for any damage to property and/or injury to person (including death) alleged or claimed to have been caused by or through the use by the User, the Zip Line, or the condition of the site, and shall indemnify and hold harmless Richardson and its successors or assigns, and the respective officers, agents and employees of Richardson from and against any and all claim or claims arising out of the use by the User or the condition of the site of the Zip Line, and whether or not such claim or claims are based in whole or in part on the negligence or contributory negligence of any one or more of them; the User shall pay, liquidate and discharge any and all claims or demands for personal injury (including death) and for loss of and damage to any and all property caused by growing out of or incidental to the use of the Zip Line by the User.

_____ **User's signature on this document is also intended to bind User's representatives, administrators, successors, heirs, next of kin and assigns on his/her behalf.**

By signing below User is agreeing that he/she has carefully read and agree to all of the sections initialed above.

PARTICIPANT SIGNATURE (Minors must sign) DATE

PARENT/GUARDIAN/LEGAL REPRESENTATIVE SIGNATURE RELATIONSHIP DATE