

# PARTICIPANT AGREEMENT

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## LIABILITY RELEASE, WAIVER OF CLAIMS & ASSUMPTION OF RISKS

*Each participant (or parent/guardian of a minor participant) must read, agree to and sign this entire agreement as a condition of admission to the Canopy Adventure Activity. Please read carefully. Initial each paragraph in the grayed out box indicating you have read, understand and agree to each provision. Ask our tour coordinators before signing if you have any questions.*

**ACTIVITIES:** I understand this agreement applies to all activities, events, services, equipment and facilities associated with, connected to, provided, authorized or in any way related to the Canopy Adventure, including but not limited to: transportation and transfers to/from/during and at the tour site; use of and all activities on all facilities and equipment; all instructional courses and sessions; and all services, assistance, training, guidance or monitoring.

**PARTICIPANT REQUIREMENTS:** I understand each of the following requirements and certify and agree that I or the minor participant meet the following requirements:

- Weigh between 70lbs and 250lbs**
- Am at least 50 inches in height**
- Am not under the influence of alcohol, marijuana or illegal substances/drugs**
- Give ACA permission to use my photo in media materials**
- Am at least 18 years old or older.** *\*Parent or Guardian must sign the section at the bottom if participant is under 18 years of age*

**Physical Requirements:** Participants that do not have full use of limbs, suffer from neck or back issues, have mobility limitations, women who may be pregnant, or those with seizures disorders should obtain medical advice and release from their physician prior to participating. In addition, please contact our staff 48 hours prior to participation if any accommodation is necessary for participant to safely enjoy the activity. To ensure the safety of participants and staff, Alaska Rainforest Sanctuary staff may deny participation to anyone they feel compromises the safety of the tour. Participants must follow all instructions throughout the excursion. An inability to understand or follow instructions may result in the denial or discontinuation of participation at any point in the excursion.

**RISKS INVOLVED:** I and the minor Participant understand and agree: (a) participation in the Canopy Adventure involves risks, dangers and hazards, that are inherent and not inherent to the activity, that may result in personal injury or death, including but not limited to: weather conditions, obstacles, hazards, lay-outs and changes to the course and facilities; defective or faulty equipment and facilities; contact with other persons on the course; negligence of myself or other participants; negligence of Guides or other individuals or entities associated with the Rainforest Canopy & Zipline Adventure; (b) the above-described risks are not complete and other risks or events are involved that are known and unknown, anticipated and unanticipated; (c) our participation and use of the equipment and facilities is purely voluntary having full knowledge of the above.

**ASSUMPTION OF RISKS:** I and the minor Participant fully and completely assume all risks as described above and whether or not they are described above.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY:** In consideration of allowing participation in the Canopy Adventure, for myself and on behalf of the minor Participant or anyone having a relationship to the minor, I agree with respect to (i) the operator, Alaska Rainforest Sanctuary, LLC d/b/a Alaska Canopy Adventures; (ii) all other Tour Operators, Entities and Ticket Sellers who provide facilities, equipment, premises or services related to, associated with or in connection with the Canopy Adventure; and (iii) all their directors, officers, employees, agents, guides, volunteers, independent contractors, representatives, successors and

assigns (hereafter “Releasees”) as follows:

- (a) I **fully release** the “Releasees” from any liability for, and **completely waive**, any and all claims and causes of action against “Releasees” for personal injury, property damage or death related to, arising from, connected to or associated with the Canopy Adventure, including but not limited to claims and causes of action based on breach of contract, negligence, negligence by the “Releasees”; breach of warranty, strict liability, and breach of any statutory or other duty of care. (b) I **hold harmless, defend and indemnify** the “Releasees” from any and all claims.

**REFUND POLICY:** By signing this document I and the minor Participant agree to all requirements and provisions herein. I understand that if we do not agree, it is my obligation not to sign this document and to inform Alaska Canopy Adventures we do not agree, in which case I/we will not participate and a refund will be issued. I understand the final screening process will take place at the tour site where Guides are authorized to deny our participation if we fail to meet any of the requirements. I also agree that no refunds will be issued if I or the minor participant discontinue the activity or the Guides lower us off the course due to our inability to follow their instructions.

**DISPUTE PROVISIONS:** I agree: (a) this agreement and all rights, duties and obligations between the parties shall be governed by Alaska law, without regard to conflict of laws provision, and any dispute that arises or relates to the same shall only be brought in the trial courts of the State of Alaska, First Judicial District in Ketchikan; (b) if any part of this document is determined unenforceable or held invalid, the remainder shall not be affected thereby and shall be given full force and affect; (c) this agreement is legally binding and enforceable on me, my children, spouse, family, heirs, assigns, personal representative and Estate.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND BY SIGNING THIS AGREEMENT, I AGREE TO ITS TERMS FOR BOTH MYSELF AND AS PARENT/GUARDIAN FOR THE MINOR. BY SIGNING THIS AGREEMENT I AM WAIVING LEGAL RIGHTS WHICH I, THE MINOR CHILD ON WHOSE BEHALF I SIGN, OUR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE.**

<b>Participant’s Name-Print</b>	<b>Date of Birth</b>	<b>Participant’s Signature</b>
<b>Cruise Ship / Hotel Name</b>	<b>Cabin / Room #</b>	<b>Date</b> <b>mm</b> <b>dd</b> <b>yy</b>
<b>Email Address</b>		

**Parent or Guardian must sign the section below for a participant if under 18 years of age:**  
 I am the Parent/Guardian of the minor participant named above and I have read, understood and completed this agreement on behalf of me and the minor participant. I have discussed the risks of the Canopy Adventure and all aspects of this Agreement with the minor participant and he/she has confirmed a desire to participate in this program, which I have agreed to accommodate. I acknowledge that I, or my designee, 18 yrs or over, are required to actively participate in this activity if the participant on whose behalf I sign is less than 18 years old. I understand that I am solely responsible for the child’s behavior in this activity, and any loss they may suffer, and I agree that both I, or my designee, and the child may be removed from the course if either one of us fail to comply with the terms of this agreement, participation requirements and/or guide’s instructions.

<b>Parent or Guardian’s Name-Print</b>	<b>Parent or Guardian’s Signature</b>
<b>Relation to Minor</b>	

**Checked By:** \_\_\_\_\_