



## PARTICIPANT AGREEMENT

**(including assumption of risks and agreements of release and liability)**

*Please read this document carefully before signing! Each participant is required to sign this agreement before being admitted on "Canopy Adventure Activities", including the parent of a minor participant (under 18 years of age). Please contact our tour coordinators before departure if you have any questions about this document and/or the activities covered by it.*

**TO:** ALASKA RAINFOREST SANCTUARY, LLC DBA ALASKA CANOPY ADVENTURES (the OPERATOR) and ALL OTHER TOUR OPERATORS WHO PROVIDE OR MAKE AVAILABLE FACILITIES, PREMISES OR SERVICES FOR THE OPERATOR, AGENTS OF ANY OF THE FOREGOING, TICKET SELLERS and their respective directors, officers, employees, agents, guides, volunteers, independent contractors, representatives, successors and assigns (hereinafter referred to as "the RELEASEES").

### 1. ACTIVITIES COVERED

I, the Participant, understand that this agreement includes all activities (hereinafter referred to as "the Canopy Adventure"), events or services provided, arranged, organized, conducted, sponsored or authorized by the RELEASEES or any of them and shall include, but is not limited to: the use of traverse cables, suspension bridges, climbing, rappelling, hiking, sightseeing, transfers to/from and at tour site, marshalling, moving about outfitting areas, back country travel, orientation and instructional courses, seminars and sessions, and other such activities, events and services in any way connected with or related to the enrollment and activities contemplated by this agreement.

### 2. DESCRIPTION OF RISKS

I am aware that participation in the Canopy Adventure may involve risks, dangers and hazards including, but not limited to: changing weather conditions, changes or variations in the surface or sub-surface, including exposed rock, earth, trees, tree stumps and forest dead fall, streams or creeks and cliffs. Risks include the failure of structures supporting the canopy tour. Risks include inadvertent and unwelcome contact with other persons during the course of the canopy tour, as persons may be jostled or otherwise thrown together. Participants may fall, swing into or otherwise experience abrupt and harmful contact with fixed objects and persons. Injuries may include breaks, sprains, bruises and, in extraordinary situations, even death. Risks may result from failure to remain in designated areas, negligence (failure to use reasonable care) of other participants or guides, and negligence on the part of a RELEASEE, including the failure on the part of RELEASEES to safeguard or protect me from the risks, dangers and hazards of the Canopy Adventure activities. I am also aware that the risks, dangers and hazards referred to above exist on terrain that may be uncontrolled, unmarked and not inspected. These risks are inherent to the activities and cannot be removed without significantly changing the activity's value and appeal to me. I understand and acknowledge that other risks may be encountered.

### 3. ASSUMPTION OF RISKS

For myself, and on behalf of any minor for whom I sign below, I acknowledge and assume all risks of the Canopy Adventure tour and related conditions and activities, whether those risks are inherent or not and whether or not they are described above. If the participant is a minor, I, as their parent or guardian, have explained the risks to the participant, who chooses to participate nevertheless.

### 4. PARTICIPATION REQUIREMENTS

I acknowledge that I and/or the child for whom I sign below must comply with the following safety requirements established by the RELEASEES in order to participate in this tour. I acknowledge that guides have sole discretion to end my participation in the event of my failure to follow their instructions.

#### **Physical:**

This tour is designed for guests in good physical condition. Participants must have full use of their limbs. Guests with the following conditions are not permitted to participate in this tour:

***Pregnant women***  
***Guests with limited use of their limbs***  
***Guests with recent surgeries or injuries***  
***Guests with epilepsy or seizure disorders***  
***Guests with history of heart conditions***  
***Guests under the influence of alcohol or illegal drugs***  
***Guests that do not understand English***

#### **Age:**

Minors must be accompanied by a person 18 years of age or over.

Minors without a parent or guardian's signature will not be permitted to participate.

#### **Bear Creek KTN**

#### **Weight:**

Min. weight                    **70 lbs.**  
 Max. weight                   **250 lbs.**

**Height:** Min height        **50 inches**

Guests over or under these weight limits are not permitted to participate in this tour due to safety reasons.

#### **Health:**

Participants must be comfortable with heights. Guests with back problems or other medical conditions such as heart disease should not take this tour.

#### **Dress Code:**

Closed-toed shoes required. Long pants and layered clothing recommended. Rain jacket provided.

#### **Communication:**

Participants must be able to understand and follow instructions in English.

### 5. REFUND POLICY

I confirm that I have read the participation requirements outlined above. I understand that the final screening process will take place at the tour site upon arrival. I acknowledge that guides are authorized to deny my participation if I fail to meet any of the participation requirements. I agree that in

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such event no refunds will be issued. I also agree that no refunds will be issued if I choose to discontinue or the guides decide to lower me off the course due to my inability to follow their instructions.

6. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES allowing me to participate in the Canopy Adventure and permitting me use of their property, traverse cables, platforms, bridges, trails, structures and equipment ("Facilities"), and for other goods and valuable consideration, the receipt and sufficiency of which is acknowledged, I, an adult participant or the parent or guardian of a minor participant, for myself and on behalf of that minor, hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I or the minor may have or may in the future have against THE RELEASEES and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death; that I, the minor, or anyone having a relationship to me or the minor may suffer, from either my or the minor's use of or presence on the Facilities or transportation to or from the Facilities. This release extends to claims arising from any cause whatsoever, including negligence of a RELEASEE, breach of contract, or breach of any statutory or other duty of care to protect me or the minor from the risks, dangers and hazards of the activities of the Canopy Adventure.

7. DECLARATIONS

(Please initial)

I declare that I (or the minor): am not pregnant. do not have any existing or recent injuries. have full use of my limbs, fingers, hands, arms, shoulders, back, neck and legs. do not suffer from epilepsy or seizure disorders. do not suffer from any heart conditions. weigh more than 70lbs but less than 250lbs and 50 inches or taller. give permission to ACA to use my photograph in media materials am not under the influence of alcohol or illegal drugs and/or substances. 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.

The answers given above are true and complete to the best of my knowledge. I understand that false or misleading information will result in denial of my participation and can be punishable by law. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives. This agreement and any rights, duties and obligations, as between the parties to this Agreement, shall be governed by the laws of the State of Alaska, and any litigation involving the parties to this Agreement shall be brought in the trial courts of the State of Alaska, First Judicial District in Ketchikan. If a provision of this release, or the application of any provision, be held invalid, the remainder of the release shall not be affected thereby.

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

Participant's Name-Print Date of Birth Participant's Signature

Cruise Ship / Hotel Name Cabin / Room # Date mm / dd / yy

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 the minor participant's behalf. I have discussed the inherent and other risks of the Canopy Adventure activities 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.

Parent or Guardian's Name-Print Parent or Guardian's Signature

Relation to Minor

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED AND SIGNED PRIOR TO DEPARTURE. PLEASE KEEP THE WAIVER WITH YOU AND GIVE IT TO YOUR GUIDE UPON ARRIVAL.

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