

**THOMAS FALLS, INC. - ZIP-LINE, ACTIVITIES AND PROPERTY USE RELEASE OF LIABILITY WAIVER
EXPOSURE PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

Below is for Participant 18-yrs & up, or Parent/Guardian if you have a minor participating (not minor's info):

(PLEASE PRINT): _____

Phone: _____ City: _____ State: _____ Zip: _____

Email: _____

Fill out below for 17-years & under only – Parent/Guardian info goes above.

Name of Minor (Please print): _____ Child's Age: _____

Child's Date of Birth: ____/____/____ Parent/Guardian: _____

Contact in case of emergency (name & phone): _____

In consideration of the services of Thomas Falls, Inc. behalf (hereinafter collectively referred to as "T.F.I."), their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their, I hereby agree to release and discharge T.F.I., on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I am aware of, and fully understand, the inherent known and unanticipated dangers involved in participating in any and/or all activities on T.F.I. property, including, but not limited to, the zip-line course, mud-run course, rock-climb, paddle-boating, etc., or any services provided by T.F.I. and/or all of which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity/activities.
2. The risks include, but are not limited to, among other things: falling to the ground, drowning, water related injuries, musculoskeletal injuries and/or head injuries; or my own negligence or the negligence of other participants, visitors, attendants or other persons who may be present. Due to outdoor exposure, insect bites and stings, allergies, etc. are a possibility. Persons that have such allergies that require an epinephrine autoinjector should carry one on their person at all times while on the premises.
3. I understand that it is highly recommended that I do not wear jewelry during the zip-line, mud-run, or rock climbing course events, i.e. necklaces, rings, earrings, bracelets, etc., and that jewelry can be dangerous due to risk of catching on equipment, causing injury to the wearer or others. Necklaces can result in choking/strangulation, rings can result hand injury, or finger loss, bracelets can result in wrist and arm injuries and earrings can result in ear lobe damage if caught and pulled sharply. There may also be a risk of losing valuable items of jewelry while participating in an energetic activity such as a zip-lining.
4. I understand that I should notify T.F.I. Staff of any MEDICAL ALERT tags or bracelets prior to my participation in any event!
5. Furthermore, I understand that T.F.I. employees have difficult jobs to perform. They seek safety first, but they are not infallible. They might be unaware of my physical fitness, abilities or limitations. They may give inadequate warnings or instruction, and the equipment being used might malfunction. Any encouragement by T.F.I. Staff or volunteers is solely non-binding on the participant and should not be construed to be approval of the encouraged activity, I understand that I, and I alone, determine my approach to the participation in all activities and assume responsibility for my minor child/ward's ability to make the same decisions. My judgment is the sole orator of my decision for me, or my minor child/ward, to attempt the obstacle. I am solely responsible for determining if I, or my minor child/ward, is physically fit and/or skilled for the race or activities contemplated by this agreement.
6. I expressly agree and promise to accept and assume all of the risks that may exist by entering the property and/or participating in any and/or all activities. My participation in any activity/activities is purely voluntary, and I elect to participate in spite of the risks.
7. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless T.F.I. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of T.F.I.'s equipment or facilities, including any such Claims which allege negligent acts or omissions of T.F.I.

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8. Should T.F.I. or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
9. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
10. In the event that I file a lawsuit against T.F.I., I agree to do so solely in the state of Texas, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.
11. Minor children must have the signature of their parent and/or guardian before being permitted by T.F.I. to participate in its activities and to use its equipment and facilities. I acknowledge the known risks listed above. I further agree to indemnify and hold harmless T.F.I. from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

By signing this document, I acknowledge that if anyone is hurt, or property is damaged, during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against T.F.I. on the basis of any claim from which I have released them herein.

Photography/Videography Release

Participant hereby grants to T.F.I., its representatives, and employees the right to take photographs and video of Participant in connection with Participant's participation in the Events and Activities. Participant hereby authorizes the T.F.I. to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the T.F.I. may use such photographs and video of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

Arbitration

The Participant, and the Participant's parent(s) or legal guardian(s), if Participant is a minor, hereby agrees to submit any dispute arising from participation in the Events and Activities, for which Participant intends to seek damages in excess of \$50,000.00, to binding arbitration. Submission shall be unlimited. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. The neutral arbitrator shall be an officer or director of any entity that operates a ZIPLINE Operation in the United States. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the *United States District Court for the Eastern District of Texas*, utilizing the selection criteria for the neutral as set forth above. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the county and state in which the Events and Activities occurred and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. In the event that Participant, or the Participant's parent(s) or legal guardian(s), if Participant is a minor, files a lawsuit in any court relating to, and/or arising from, Participant's participation in the Events and Activities, Participant and/or Participant's parent(s) or legal guardian(s), by signing this document, stipulate to a cap on Participant's damages of \$50,000.00, exclusive of interest and costs. As a threshold matter, the Panel, or the Court (if a lawsuit is filed), shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law.

I understand that I am not allowed to invert or go upside down on any zip-lines. If I do, I accept the risk of falling out of my harness, which could result in my injury or death and I hold harmless T.F.I., its employees, representatives and/or agents. I further understand that minors, 15-years or under, must bring & wear a life-vest when participating in water activities.

I understand that tampering with my equipment in any manor will put my life in danger and is strictly forbidden. Guides do all adjustments to equipment. If you go to the restroom, ask the guide to re-check your equipment.

WARNING! Special events may include strobe lights.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

(please check one) I am signing for myself. I am signing for my minor child.

Your Name (PLEASE PRINT): _____

Your Signature: _____ Today's Date: _____