

WIRED
(Zip line & Challenge Course)
796 N. Trades Day Blvd., Canton, TX 75103
903-567-2681

PARTICIPANT AGREEMENT

All participants must read and understand all rules prior to their zip line adventure tour. Anyone under 18 must have a parent and/or guardian signature before beginning the tour.

The zip line tour is designed for participants of average mobility and strength who are in reasonably good health. Obesity, pregnant women, back, neck, leg, high blood pressure, cardiac and coronary artery disease, pulmonary problems, arthritis, tendonitis, and other joint musculoskeletal problems may all impair the safety and well being of participants on the courses, as may other medical and psychological and psychiatric problems. All such conditions may increase the inherent risks of the experience and cause the participant to be a danger to himself or others. Persons with any underlying medical problems may carefully consider those risks before choosing to participate. They must fully inform our staff in writing prior to the beginning of the tour. We reserve the right to exclude any applicant from participating for any reason.

Serious injuries are uncommon in zipline tours, BUT the risk of injury certainly exists, by reason of falls, contact with other participants and fixed objects, moving about the grounds on which the activities are initiated and conducted, and otherwise. There are risks that cannot be eliminated without changing the essential nature and educational and other values of the activities. The emotional risks range from simple hurt feeling to panic and psychological trauma (ex. Fear of Heights). The physical risks range from small scrapes and bruises to bites and stings, broken bones, sprains, neurological damage, and in extraordinary cases, even death, including by drowning. The property on which the tour is located includes rocky and wooded terrain, cliffs, ravines and creek beds with potentially harmful plants and animals, including snakes, spiders and insects that may bite or sting. Injuries to these may be a natural consequence of the activity undertaken, a result of errors of judgment or other negligence of staff or participants, or otherwise, may occur in spite of the reasonable efforts of the staff to prevent them. In all such cases, these inherent risks, and other risks which may not be inherent and must be accepted by those who choose to participate.

I hereby fully assume all of the risks associated with such participation and activities, including but not limited to falls, contact with other participants, the effect of the weather, dangers of contact with fixed or moving objects, the danger arising from surface hazards, and the possibility of serious physical and/or mental trauma or injury associated with these activities.

I (we) have read and agree to participate in the zip line adventure tour and hereby for myself, my heirs and personal representatives release, indemnify and hold harmless Provider, its owners, agents and employees, and the owners of the property on which the tour is located, from and agree and covenant not to sue them for, any liability for claims that may arise out of or relate in any way to my or my minor child's enrollment or participation in Provider's program or programs. The claims hereby released and indemnified include claims of negligence of a released party, but not claims of gross negligence or willful injury.

I (we) accept responsibility for any expenses that may be incurred for any injury or illness that may result from my participation in the program, including the cost of hospitalization, and medical treatment and any sums payable to anyone by reason of any injury or loss of life that I may sustain through my participation in the Provider's program. I (we) agree that the laws of the State of Texas and Van Zandt County shall govern in this agreement and that the court with proper jurisdiction that all other parts not judged shall nevertheless remain valid and in effect. I (we) have read, fully understand, and hereby agree to the terms of this agreement.

I certify that I am completely healthy (both physically & emotionally) and capable of participating in this zip line/challenge course program. I understand that it is my sole responsibility to determine whether there is any medical reason I should not participate in the program. I also understand that WIRED and all of its representatives are in no position to determine whether I'm capable to participate in this program. My participation in this program is based on my decision to do so. I agree that I will follow all safety instructions. I agree to allow WIRED to use photographic or other images of me for marketing or any other purpose deemed reasonable by WIRED.

A parent or guardian must sign for participants under age eighteen (18) years of age. I as a parent or guardian of the minor, if applicable, hereby give my permission for my child or ward to participate in the activities, and further agree, individually, and on behalf of my child or ward, to the terms set forth above.

Please print the full name of the person who wishes to participate in the zip line tour.

Please print clearly:

Name: _____ Age: _____

Email: _____ Date: _____

Participant Signature: _____

Parent or Guardian Signature: _____

DL# _____ STATE _____
(For office use only)