

# **SoCal Zip lines Inc. dba Skull Canyon Eco-Experience**



## **Release and Waiver of Liability**

### **Primary Assumption of Risk and Indemnity Agreement**

#### **A Private Zipline Club**

I, the person identified hereunder being above the age of 18, or the legal guardian of the designated person below who is under the age of 18, in consideration for being permitted to use SoCal Zip lines, Inc. dba Skull Canyon Eco-Experience, ("SCEE") facilities and being permitted to engage in the following action activities: (1) the zip lines, (2) the hiking tours, including all related structures and equipment and anything else related to the activities, hereby acknowledge, agree, promise, and covenant with SCEE and its successors and assigns, parent companies, and board of directors, on behalf of myself, my heirs, my assigns, personal representatives and estate as follows:

#### **1. Acknowledgement of Risk**

I understand and acknowledge that the activities I am about to engage in voluntarily, bear certain risks that could result in injury, death, illness, or disease, physical or mental, or damage as stated herein. Participating in adventure activities described above presents certain risks that include but are not limited to injuries resulting from hiking, running, jumping, faulty equipment, falling, inclement weather, wild animals, trail hazards, falling rocks and collision with stationary objects and possibly other participants, all of which can cause serious injury or death to me or other visitors. I acknowledge and understand that some risks of injuries from said activities can be obvious, latent, or hidden. I also acknowledge and understand that aforementioned adventure activities are hazardous and risky and that it can cause property damage to my personal property that I bring to the SCEE facility. I also acknowledge and understand that SCEE is not a medical facility and does not maintain medical personnel or equipment to treat injuries. I acknowledge and understand that if I am injured, first aid, emergency treatment, or other medical services must be rendered at another facility, urgent care, or hospital.

#### **2. Acceptance of Risk and Responsibility**

Being aware of this activity entails risks of injury or property damage, I agree, covenant, and promise to accept and assume all responsibility and risk of injury, death, illness or disease, or damage to my property arising from my participation in this activity. My participation in the activity is purely voluntary, no one is forcing me to participate, and I elect to participate, and I elect to participate in spite of the risks. I specifically and voluntarily do accept and assume all risks of injury incurred while using the SCEE facilities.

#### **3. Release, Indemnification and Covenant Not to Sue**

a. I hereby voluntarily release and forever discharge SCEE and each of its agents, employees, members, directors, officers, and/ or insurer from any and all liability (including but not limited to passive or active negligence), claims, demands, actions or rights of action, that are related to, arising out of, or are in any way connected with my participation in this activity, including specifically but not limited to the negligent acts or omissions of SCEE, (including rescue efforts by SCEE), its agents, members, directors, officers and/or its employees, and all other persons or entities, for any employees or volunteers, and all persons and entities, for any and all injury, death, illness, or disease, and/or damage to my property.

b. I hereby agree to and shall at all times defend, indemnify, and hold SCEE and its officers, members, directors, agents, and employees, wholly harmless from any and all losses, costs (including court costs and reasonable attorney's fees), expenses, penalties, response cost, claims, demands, suits by any person, persons, or entities whether or not frivolous, injuries, damages or death and other liabilities of whatever kind or nature, arising out of (directly or indirectly), connected with, incident to, or resulting from the participation of this activity.

**c. I FURTHER AGREE, PROMISE, AND COVENANT NOT TO SUE, ASSERT, OR OTHERWISE MAINTAIN OR ASSERT ANY CLAIM AGAINST SCEE, ITS AGENTS, MEMBERS, DIRECTORS, OFFICERS OR EMPLOYEES, FROM ANY ACTION, INJURY, DEATH, ILLNESS, OR DISEASE OR DAMAGE TO MY PROPERTY, ARISING FROM OR CONNECTED WITH MY PARTICIPATION IN THIS ACTIVITY.**

#### **4. SCEE Not a Common Carrier**

I understand and agree that activities described in this Agreement are strictly for recreation, sport, and entertainment and not for transportation and therefore I agree that SCEE is not a common carrier under California Law and I will never make such a claim.

#### **5. This Agreement cannot be modified**

I understand that this agreement for release and discharge, acceptance and responsibility and acknowledgement of risk between myself and SCEE and its agents, members, directors, officers or employees, and that it cannot be modified or changed in any way by the representations or statements of any employee, member, director, pastor, or agent of SCEE, or by me.

#### **6. Jurisdiction**

Notwithstanding the waiver of liability, release, indemnification and covenant not to sue, which I am signing, I further agree any claim based on or arising out of this document will be brought in the Court located in Riverside County, Riverside, California.

**I have read pages 1 and 2 of this agreement and signed below to show that I understand and agree with its entire content:**

Signature of participant \_\_\_\_\_ Date: \_\_\_\_\_

Signature of witness \_\_\_\_\_ Date: \_\_\_\_\_

PLEASE LEGIBLY PRINT THE FOLLOWING INFORMATION:

Adult Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Name of Participating minor child (if any): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

IN CASE OF EMERGENCY PLEASE CALL THIS PERSON:

Adult Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

