

Aerial Adventure Hilton Head @ ZipLine hilton head
33 Broad Creek Marina Way, Hilton Head Island, South Carolina 29926 843.682.6000
PARTICIPANT AGREEMENT -- Assumption of Risks and Agreements of Release and Indemnification

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

In consideration of being allowed to use the facilities and participate in the aerial adventure park and other activities (collectively the “Activities”) provided by ZipLine hilton head, LLC, d/b/a **ZipLine hilton head**, Broad Creek Marina Operations, LLC, Broad Creek Marina Restaurants, LLC, d/b/a Up the Creek Pub & Grill, and Broad Creek Marina Adventures, LLC (collectively the “Provider”), the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

Description of Aerial Adventure Hilton Head – **Aerial Adventure Hilton Head**, part of ZipLine hilton head, consists of more than 50 platforms installed in trees and connected by various configurations of cable, wood and rope to form bridges and various obstacles over which Participant will move at heights of up to 50 ft. Aerial Adventure Hilton Head activities are self-guided and require balance, agility, focus and strength in varying degrees as one moves through the course. Degrees of difficulty are indicated by a color code.

Participant is responsible for compliance with safety procedures, including the use of a safety harness. Harness must not be removed or loosened – for any reason – and staff must be notified if a harness loosens or the trolley does not function as expected. Before engaging in the activities, Participant must read and understand all instructions, posted or otherwise conveyed, receive specific training in using the harness and other safety equipment, and understand and accept the risks involved. Aerial Adventure Hilton Head may deny or terminate participation at any time in its sole discretion.

Medical Concerns

Aerial Adventure Hilton Head is designed for use by Participants of average mobility and strength who are in reasonably good health. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, arthritis, tendonitis, and other joint and muscular-skeletal problems may all impair the safety and well-being of the Participants on the course. Certain psychological and psychiatric problems may also increase the inherent risks of the experience and cause the Participants to be a danger to themselves or others. Participants with underlying medical problems that put them at greater risk of injury or illness during the activity must carefully consider those risks before choosing to participate, and they must fully inform tour staff prior to the beginning of the activity. **Aerial Adventure Hilton Head** reserves the right to exclude any applicant from participation for medical, safety or other reasons.

Personal Responsibility

The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice. The Participant and his/her parent(s) or legal guardian(s) understand that Participant's participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Provider's Equipment and facilities before any participation. The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of common sense and by being aware of his/her surroundings. If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Provider.

Inherent and Other Risks

While injuries are uncommon, the risk of injury certainly exists, by reason of falls, contact with other participants and fixed objects, moving about the grounds on which activities are initiated and conducted, and otherwise. A number of risks are inherent to the activities. These are risks that cannot be eliminated without changing the essential nature of the activity as an educational and physical adventure. The inherent emotional risks include, but are not limited to, hurt feelings, panic, and psychological trauma (i.e. the fear of heights). The inherent physical risks include, but are not limited to, small scrapes and bruises, bites and stings, broken bones, sprains, neurological damage, and, in extraordinary cases, paralysis or death. The Activities have potentially harmful plants and animals including snakes and other creatures which may bite or sting. Injuries may be a natural consequence of the Activities, a consequence of structural design or failure, result from environmental hazards (including terrain and weather), result from errors of judgment or other negligence of staff or Participants, or otherwise, and 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, must be accepted by those who choose to participate.

Participant Information

Name of guest that made reservation _____ Scheduled Tour Date ____/____/____
Participant's Full Name _____ Birthdate ____/____/____ Weight _____ lbs.
Address _____
City _____ State _____ Zip _____
Email Address _____ Cell # _____
Emergency Contact Name _____ Cell # _____

MEDICAL CONDITIONS: Please list any current or past conditions that may affect the safety or well-being of Participant or others:

In consideration of being allowed to use the facilities and participate in the aerial adventure challenge course and other activities (collectively the "Activities") provided by the Provider, I the undersigned Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

1. I understand the nature of the activities that I will be engaging in as described above;
2. I have fully informed Provider *in writing* of any medical conditions that might enhance, or otherwise affect, my risk for injury or illness as a consequence of my participation in Activities;
3. **TO WAIVE ALL CLAIMS** that I have or may have against the Provider arising out of the Participant's participation in the Activities or the use of any equipment provided by the Provider ("Equipment"), including while receiving instruction and/or training;
4. **TO ACKNOWLEDGE AND VOLUNTARILY ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the negligent acts or conduct of the Provider, its owners, affiliates, operators, employees, agents and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and cannot be entirely reduced or eliminated from the zip line experience and include serious physical injury and death. **Additionally, I certify that I am under the maximum weight limit of 265 lbs. on the date and time of this activity;**
5. **TO HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS** Provider, its owners, affiliates, operators, employees, agents and officers (the "Released Parties") from, and against, all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of or relating to his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Provider, its owners, affiliates, operators, employees, agents and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct;
6. For myself, my family, heirs, representatives, and any other person claiming through me, I release, hold harmless, and indemnify the Released Parties for any sums which may be payable to anyone by reason of any injury or loss of life that I may sustain through my participation in Provider's Activities, and for all expenses associated with the defense of any such claims. I understand that this indemnification means that I accept responsibility for paying any cost, including attorney's fees that may be due for claims made against Provider;
7. Participant understands that Provider may refuse access to the aerial challenge courses to persons Provider or their agents deem a hazard to themselves or others. Provider may alter its announced qualifications for participation under circumstances deemed appropriate by Provider;
8. Participant accepts responsibility for any expense that may be incurred for any illness or injury that may result from my participation in Provider's Activities, including the costs of evacuation, hospitalization, and medical treatment;
9. Participant hereby grants to the Provider, its representatives, and employees the right to take **photographs/videos of Participant** in connection with Participant's participation in the Activities. Participant hereby authorizes the Provider to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Provider may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising and Web content;
10. Participant understands that harness adjustment and fitting requires the staff of the Provider to adjust straps on his/her legs, hips, chest and shoulders. Participant agrees that he/she will not engage in any inappropriate verbal or physical contact with any guides, rangers or customer service personnel while on property;
11. Participant and his/her parent(s) or legal guardian(s) agree that the laws of the State of South Carolina shall govern this agreement and that the courts with jurisdiction in Beaufort County, South Carolina, shall have jurisdiction over any dispute that may arise between Participant and Provider;
12. Participant agrees that should any part of the Agreement be judged invalid by a court with proper jurisdiction that all other parts not so judged shall nevertheless remain valid and in effect.

I have read and understand this agreement and I am aware that by signing this agreement I may be waiving certain legal rights, including the right to sue.

Participant's Signature _____ Age _____ Today's Date ____/____/____

Agreement by Parent or Guardian of a Minor Child

I am the parent or guardian of the minor child whose signature appears above. I have discussed the terms of the above Agreement with my child and am assured by my child that he or she understands the Agreement and has freely accepted its terms. I give my child permission to participate in the adventure challenge activities to be provided by **Aerial Adventure Hilton Head**. My signature below reflects my agreement to all of the terms and conditions contained herein, as provided above.

Signature _____ Print Name _____ Today's Date ____/____/____