

Participant Agreement, Release of Liability, and Assumption of Risk

This is a legally binding document. Please read and understand its terms before signing.

In consideration of the services of Headwall Corporation, dba North Tahoe Adventures and Zipline Tahoe, and Granlibakken Management Co., Willem and Norma Parson, Ronald Parson, Granlibakken Property Owner's Assn, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "HC"), **I hereby agree to release, indemnify, and discharge HC, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:**

1. I acknowledge that aerial adventure park activities, zip lines, artificial wall rock climbing, ropes course activities, hiking/snowshoeing related activities, cross country skiing, kayaking, stand-up paddleboarding, whitewater rafting, biking/hiking tours, and use of rental equipment and gear entail known and unanticipated **inherent** risks that 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.
2. **The risks include, but are not limited to:** : the hazards of walking on uneven terrain or objects and slips and falls; being struck by rockfall or other natural or manmade objects dislodged, dropped or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning and rapid weather changes; the risks of falling off the rock or the course; the risks of exposure to insect bites; the risk of cold including hypothermia; sunburn; collisions with other participants; my own physical condition and limitations, and the physical exertion associated with this activity.
3. **I expressly agree and promise to accept and assume all of the risks existing in this activity, whether known or unknown. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.**
4. **I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HC 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 HC's equipment or facilities, including any such Claims which allege negligent acts or omissions of HC.**
5. Should HC or anyone acting on its 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.**
6. 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.
7. In the event that I file a lawsuit against HC, I agree to do so solely in the state of California, 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. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I acknowledge that is a legally binding document. 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.

Signature of Participant: _____ Print Name: _____

Address: _____

Phone: _____ Date: _____

Parent's or Guardian's Additional Indemnification (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by HC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless HC 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.

Parent or Guardian: _____ Print Name: _____ Date: _____