

**ZIPTOUR**  
**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK & INDEMNITY AGREEMENT (the "AGREEMENT")**

**WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!**  
**THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION**

As a condition of being allowed to participate in Hidden Valley's ZipTour activity (the "Activity"), I promise, warrant, and agree to the following:

1. **Acknowledgment of Risks.** I understand that participation in the Activity **CAN BE HAZARDOUS AND PRESENT A RISK OF PHYSICAL INJURY OR DEATH.** There are numerous risks and dangers inherent in the Activity. These include but are not limited to such things as unevenness of the ground surface, rocks, cliffs, ravines, dangerous plants, falling trees and tree branches, bumps and ruts, steep terrain, lightning and other weather-related events, the configuration of the ZipTour, the potential for defects in the design and construction of the facilities and equipment used for the Activity, slipping or falling from elevated platforms, climbing staircases, rope lines and other treetop tour attractions, impacting objects or being impacted by objects, equipment malfunction, and the potential for negligent actions of the operator. These and other natural, mechanical, environmental and human conditions and risks, independently or in combination with my actions or the actions of others, may cause such things as fear, panic, psychological trauma, emotional distress, scrapes, head injuries, bruises, cuts, broken bones, bites, stings, sprains, neurological damage or loss to personal property and, in extraordinary cases, even death to me or others.
2. **Physical and Mental Health.** The Activity is designed for participants of average mobility and strength who are in reasonably good health. I understand that certain factors including but not limited to pregnancy, back or spine problems, heart or lung issues, high blood pressure, arthritis, tendonitis, fear of heights and other physical and psychological conditions may impair my safety in the activity as well as the safety and well-being of participants in the Activity. The Activity is not recommended for anyone who currently has or has had a history of neck, back or spine injuries or issues. 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.

I represent and warrant that:

I am not pregnant;  
I am at least ten years old;  
I am between 50 and 260 pounds; and  
I am between 48" to 82" tall.

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3. **Voluntary Assumption of Risks.** I agree that I alone am responsible for my safety while participating in the Activity. I understand that the description of the risks and potential harms in this agreement is not complete. I voluntarily choose to participate in and **EXPRESSLY ASSUME AND ACCEPT ALL RISKS AND DANGERS OF THE ACTIVITY AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS** resulting from the Activity, whether or not described in this agreement, and whether or not it is known, unknown, inherent or otherwise.

4. **RELEASE OF LIABILITY AND WAIVER OF CLAIMS.** I AGREE, to the fullest extent permitted by law, **TO WAIVE ANY AND ALL CLAIMS AGAINST** Hidden Valley Golf and Ski, Inc., Peak Resorts, Inc., Terra-Nova, LLC of Utah, Zip Install, LLC, each of their affiliated companies and subsidiaries, the resort owner/operator, land owner, activity operator, the equipment manufacturer, Activity organizer, Activity promoter, and all their respective insurance companies, successors in interest, commercial & corporate sponsors, affiliates, agents, employees, representatives, assignees, officers, directors, members, and shareholders (each a "Released Party") **FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH I OR MY NEXT OF KIN MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF MY PARTICIPATION IN THE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE, STRICT LIABILITY, BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT AGAINST THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY.** I understand that I further **RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT I MAY HAVE AGAINST ANY RELEASED PARTY AND UNDERSTAND THIS RELEASES ALL CLAIMS, INCLUDING THOSE OF WHICH I AM NOT AWARE AND THOSE NOT MENTIONED IN THIS RELEASE.**

5. **Promise Not to Sue and Agreement to Indemnify and Hold Harmless.** To the fullest extent allowed by law, I agree that I will not sue any of the Released Parties over anything related to my participation in the Activity. **I agree to completely indemnify, hold harmless and defend all Released Parties for any claim I may assert related to my participation in the Activity, and/or any claims arising out of the negligent or willful acts or omissions of me or anyone I am legally responsible for who participates in the Activity, including any minor children who are permitted to participate in the Activity by my signature on this Agreement.** This means that I agree to pay all costs, expenses and attorneys' fees incurred by any Released Party or insurer in defending an investigation, claim or lawsuit brought by or on my behalf, whether arising in whole or in part from my participation in the Activity, and/or anyone I am legally responsible for who participates in the Activity, including any minor children who are permitted to participate in the Activity by my signature on this Agreement, and/or from any misrepresentations or fraudulent execution of this agreement. I acknowledge that these covenants and promises apply even if a Released Party is negligent.

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6. **Agreement to Follow Rules and Instructions.** I agree to strictly follow any rules and instructions provided to me by any ZipTour operator in connection with the Activity. I agree that the ZipTour operator, in its sole discretion, may deny my access to or participation in the Activity based on my non-compliance with rules or instructions associated with the Activity.
  
7. **Publicity Release.** I consent to having photographs and video taken of me while I am participating in the Activity, and to the publication of such photographs and video by the Released Parties for advertising, promotional, educational and marketing purposes in all media including internet.
  
8. **Venue for Resolving Disputes.** I agree that the exclusive forum for resolving any claim or dispute related in any way to this agreement or my participation in the Activity shall be in the Circuit Court of St. Louis County, Missouri and/or the United States District Court for the Eastern District of Missouri.
  
9. **Binding Effect.** This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, including in the event of my death or incapacity. If any part of this agreement is deemed unenforceable, the remaining terms shall remain enforceable.
  
10. **Minors.** If participant is under 18 years of age (19 if from Canada), then this agreement must be signed by a responsible parent, legal guardian, or other authorized signer. As a parent/guardian/authorized signer for the minor participant named below, I acknowledge and agree that I have read and understand the foregoing agreement and that by signing this agreement on behalf of the minor, the minor and I agree to be bound by its terms. As parent/guardian/authorized signer, I accept, agree to, and assume all provisions of this agreement on behalf of myself and the minor child, including the indemnity and hold harmless provisions described above.

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**I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT AND VOLUNTARILY AGREE TO ITS TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, THE ASSUMPTION OF RISK AND RELEASE OF LIABILITY, AND I HAVE RECEIVED A COMPLETE COPY OF THIS AGREEMENT.**

Signature of participant	Witness
Signature of Parent/Guardian (if participant under 18 years)	Please print Witness name clearly
Please print name of participant clearly	Date
Please print name of Parent/Guardian clearly	

