

ZIP LINING ACTIVITY WAIVER RELEASE FORM

THE WILDLING TRIBE

RISK AKNOWLEDGMENT & CONDITIONS OF PARTICIPATION

YOUR ACCEPTANCE OF THE WAIVER AGREEMENTS BELOW IS REQUIRED BEFORE YOU CAN PARTICIPATE IN ANY WILDLING TRIBE ZIP LINING ACTIVITY.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE AGREEING TO ITS TERMS.

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT.

By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any injury to yourself or your property or however caused arising out of your participation in zip lining now or at any time in the future

Acknowledgment of Risk

I HEREBY ACKNOWLEDGE AND AGREE that zip lining is considered a high risk activity which poses several inherent risks. I have full knowledge of the nature and extent of all the risks associated with zip lining and the use of any associated equipment including, but in no way limited to: head injuries, paralysis, broken bones, lacerations, bumps and bruises. The above list is not inclusive of all possible risks associated with zip lining and that the above list in no way limits the extent or reach of this waiver

Release, Indemnification and Covenant Not to Sue

In consideration of my participation in zip lining, I, \_\_\_\_\_, the undersigned user, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE The Wildling Tribe, its officers, directors, agents, employees, volunteers and representatives ("Releasees") from any causes of action, claims, or demands of any nature whatsoever, including but not limited to, claims of NEGLIGENCE, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against The Wildling Tribe on account of personal injury, property damage, death or accident of any kind, arising out of, or in any way related to, my participation in zip lining or the use of any associated equipment whether that participation and use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to, the NEGLIGENCE of Releasees.

In consideration of my participation in zip lining, I, the undersigned user, agree to INDEMNIFY AND HOLD HARMLESS the Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my participation in zip lining.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent to the participation in zip lining and the use of any associated equipment and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including death, I sustain while participating in zip lining or using any associated equipment and that, by this agreement, I am absolving The Wildling Tribe of all liability for such loss, damage, or death.

I, the undersigned, expressly agree that this document is intended to be as broad and inclusive as permitted by the law of the United Kingdom and that if any portion of the document is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Furthermore, I expressly agree that this document shall be governed by and interpreted in accordance with the laws of the United Kingdom and that the courts of the United Kingdom shall be the exclusive venue for any and all disputes relating to or arising from this document.

I certify that I am in good health and that I have no physical limitations which would preclude my safe participation in zip lining.

I further certify that my date of birth is \_\_\_\_\_ (month/date/year), that my present age is \_\_\_\_\_, and that I am therefore of lawful age and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will. No oral representations, statements or inducement apart from the foregoing written agreement have been made.

Participant Signature

Participant Name (Print Clearly)

\_\_\_\_\_

\_\_\_\_\_

Parent/Guardian

(if user is under 18) \_\_\_\_\_

Date \_\_\_\_\_

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The Wildling Tribe's activities involve a degree of risk and can be physically, mentally and emotionally demanding. Following the safety rules below and oral information from an instructor will reduce risk, failing to follow these rules and instructions could result in serious injury.

For your own safety and comfort:

- Remove all jewellery (stud earrings are permitted) and remove scarves or other items around the neck
- Tie long hair back
- Empty your pockets, no loose items permitted
- Closed toe and heel shoes must be worn, no sandals permitted
- Coats and jackets must be fastened or removed
- Make instructors aware of any medical conditions
- Emergency medication should be brought with the participant and kept with the instructor

All safety equipment provided by The Wildling Tribe is mandatory and must be worn and used correctly in accordance with instructions given by team members.

#### Declaration

- I am voluntarily participating in the activity with the knowledge of the dangers involved, and I agree to accept all risk of loss, injury, or death.
- I have carefully considered the risks involved in undertaking the activity, including the risks or bumps, scrapes, bruises, cuts, and the other injuries and agree to undertake the activity and/ or give consent for the children(s) listed below to participate in this activity.
- I certify that, to the best of my knowledge, I do not have a medical condition which may affect of making it more likely that I will be involved in an incident which could result in injury to myself or other.
- To the best of my knowledge, I am not pregnant. I confirm that I am not under the influence of alcohol or drugs.
- If assuming the responsibility for the supervision of any participants under 18 years old in this waiver form, I declare that I am 18 years or older. If I am not the parent or guardian of any under 18-year-olds included here, I declare I have the authority of their parent or guardian to sign this waiver form.

- I agree that I am responsible for my own safety and that of any under 18-year-olds that I have assumed responsibility for in this waiver. I undertake that they have read, understand and follow all written and oral instructions, and I will be present with them on the day.
- In the event of an accident, loss, damage, injury, or death, I acknowledge that The Wildling Tribe will not be liable for any direct or indirect loss, damage or injury arising or in connection with the activity (excluding death or personal injury caused by The Wildling Tribe's negligence).
- I waive all and any claims against The Wildling Tribe in this respect both for myself and for any minors in my care.

Whilst every effort will be made to accommodate your needs, your safety is our priority, and it may be necessary to review your involvement with the activity. If you have any concerns upon any of these matters, please discuss these with an instructor prior to the session.

Name of Participant	Date of Birth	Signature (Parent/ guardian if under 18)
<b>Are you aware of any medical condition or disability that may affect your ability to undertake the activity?</b> <i>Please tick as appropriate</i> <input type="checkbox"/> NO <input type="checkbox"/> YES, please provide details: _____		
Phone number:	Date:	
Email:	Time:	