

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY  
YOU MUST COMPLETE AND SIGN THIS FORM BEFORE PARTICIPATING!**

**WARNING:** There are significant elements of risk in any adventure, sport or activity associated with a "zip line," "canopy tour," "Hummer Tour," and/or fitness training regimens and equipment (referred to herein collectively or individually as "Activity"). Although Red River Gorge Zipline, LLC, KHBBJB, LLC, and/or Cliffview Resort (referred to herein collectively or individually as "Company") have taken reasonable steps to provide you with appropriate equipment and/or skilled instructors so you can enjoy an Activity for which you may not be skilled, the Company wishes to remind you this Activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the Activity. The same elements that contribute to the unique character of the Activity can be causes of loss or damage to equipment, or accidental injury, illness, or even permanent trauma or death. The Company does not want to frighten you or reduce your enthusiasm for this Activity, but it is important for you to know in advance what to expect and to be informed of the inherent risks. **We do not recommend that persons with back problems, heart conditions, or expectant mothers ride ziplines. You should be in good physical condition to participate in this Activity.**

\_\_\_\_\_ **ACKNOWLEDGMENT OF RISKS:** I/We acknowledge that the following describes some, but not all of the risks: 1) The nature of the activities themselves, namely: riding on and participating in the zipline; 2) Personal injury of any sort and property damage caused by any of the following: manufacturer's defects in equipment; falls; collision with obstacles such as trees, tree limbs or branches, cliffs, depressions, gullies, hidden stumps or rocks; avalanche, snow storm, ice, and other adverse weather conditions; we/our failure to follow the guide's safety and trail instructions; unavailability of immediate medical attention in the event of an emergency; we/our becoming disoriented and lost; the quality and sufficiency of clothing and/or protective headgear provided; and, if a motor vehicle is used in connection with the Activity, motor vehicle accident, including rollover of a motor vehicle and other risks incidental to the nature of the Activity; 3) Negligent acts or omissions of the Company, its agents or employees, and other persons or entities; 4) Latent or apparent defects or conditions in equipment, protective clothing, or other property supplied by the Company or other persons or entities; 5) The use or operation, by me/us or others, of equipment supplied by the Company or other persons or entities; 6) Negligent acts or omissions of other participants in this Activity and of third parties; (7) Weather conditions; (8) Contact with ice, snow, water, plants, or animals; (9) My/our own physical condition, and/or my/our own acts and omissions; (10) Conditions of roads, trails, waterways, or terrain, and accidents arising from their use; (11) First aid, emergency treatment, or other services rendered by the Company or its agents or employees; and (12) Consumption of food or drink.

I/We understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness, or death. **By initialing this paragraph and signing below, I/we warrant and covenant that if I/we encounter a situation or problem that was not covered by the instructions provided by the Company or its agents or employees, I/we hereby agree and promise to stop and wait for proper instructions.** My/our participation in this Activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.

\_\_\_\_\_ **EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of the inherent risks of the Activity which I/we, and any minor children for which I am/we are responsible, will engage in, I/we confirm that I am/we are physically and mentally capable of participating in the Activity and/or using equipment. I/We participate willingly and voluntarily and I/we assume full responsibility for personal injury, accidents or illness (including death), and any related expenses. I/We also assume responsibility for damage to or loss of my/our personal property and personal property belonging to the Company or its agents or employees. I/We also assume responsibility for accidents or injuries connected in any way or arising from my/our participation in this Activity, including, but not limited to, any negligent acts or omissions of the Company or its agents or employees, and of all other persons or entities, whether caused by me/us, a co-participant, agent or employee of the Company, or a volunteer, and whether or not such negligence is comparative or contributory. I/We agree to receive instruction on required skills and techniques prior to participation, and to follow all instructions and posted rules. I/We acknowledge that wearing appropriate clothing and footwear are basic safety precautions, and that wearing a UIAA approved helmet may help assist in the prevention of head and/or neck injuries.

\_\_\_\_\_ **RELEASE, INDEMNIFICATION, AND COVENANT NOT TO SUE:** I/We (on behalf of myself/ourselves and any named minor child) hereby voluntarily release and forever discharge the Company, the U.S. Forest Service, and the Kentucky State Parks (collectively "Released Entities") and each of their agents, employees, and/or insurers from any and all liability, claims, demands, actions, or rights of action which are related to, arise out of, or are in any way connected with my/our participation in this Activity, including, but not limited to, any acts, neglect, or omission of the Company or its agents or employees, and of all other persons or entities, **for any and all injury, illness, disease, death, and damage to my property.** I/We hereby agree to and shall at all times defend, indemnify, and hold the Released Entities and their officers, agents, and/or employees, wholly harmless from any and all losses, costs (including court costs and attorney's fees), expenses, penalties, response costs, claims, demands, or suits by any person(s), entity, or entities, whether or not frivolous, injuries, damages, or death, and other liabilities of whatever kind and nature, arising from (directly or indirectly), connected with, incident to, or resulting from my/our participation in this Activity.

**PLEASE READ AND COMPLETE SIDE 2!**

\_\_\_\_\_ **DAMAGE CLAUSE:** I/We understand and agree that I am/we are responsible for any damage caused by my/our use or operation of the zipline to the zipline equipment and/or the surrounding environment.

\_\_\_\_\_ **COVENANT OF GOOD FAITH:** I/We recognize that the Company, and its agents, volunteers, contractors, and employees, as provider(s) of services, will operate under a covenant of good faith and fair dealing, but that the Company may find it necessary to terminate the Activity due to forces of nature, medical necessities, or problems in the group or any member of the group; and/or refuse or terminate the participation of any person the Company judges to be incapable of meeting the rigors or requirements of participating in the Activity. I/We accept the Company's right to take such actions for the safety of myself/ourselves and/or other participants. I/We acknowledge that no guarantees have been made with respect to objectives of the Activity.

\_\_\_\_\_ **AUTHORIZATION:** I/We hereby authorize any medical treatment deemed necessary in the event of any injury or illness while participating in the Activity. I/We either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf. I/We agree that any film or photographs of me/us, as participants, become the property of the Company and may be used for promotional or commercial purposes.

\_\_\_\_\_ **ENTIRE AGREEMENT:** I/We understand and acknowledge that this Agreement is the entire agreement for release and discharge, acceptance of responsibility, and acknowledgement of risks between myself/ourselves and the Company and its officers, agents, and/or employees, and that this Agreement cannot be verbally modified or changed in any way by the representations or statements of the officers, agents, or employees of the Company.

\_\_\_\_\_ **JURISDICTION:** Notwithstanding the waiver of liability, release, indemnification, and covenant not to sue which I/we understand and sign voluntarily, I/we further agree that any claim based upon or arising from this document, or my/our participation in the Activity, will be brought in a court located in the Commonwealth of Kentucky and be subject to the statutory and common law of the Commonwealth of Kentucky. I/We also waive any right to trial by a jury regarding any matters which are the subject of this Agreement, and agree to the jurisdiction of the Wolfe Circuit Court or the Wolfe District Court to hear any dispute, legal complaint, or petition for damages.

\_\_\_\_\_ **RELEASE:** In consideration of services or property provided, I/we, for myself and any minor children for which I am/we are parent or legal guardian, any heirs, personal representatives or assigns, do hereby release **RED RIVER GORGE ZIPLINE, LLC, KHBBJB, LLC, AND CLIFFVIEW RESORT**, and their principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an Activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence).

**By initialing each section above, I/we certify that I/we have read and understand the foregoing acknowledgment of risk, assumption of risk and responsibility, and release of liability, and all of the language therein. I/We understand, agree, and acknowledge that by signing this form I/we may be waiving valuable legal rights.**

<u>Participant's Name (printed)</u>		<u>Age</u>	<u>Signature</u>
_____		_____	_____
Date of Birth: ____/____/____	Today's Date: ____/____/____	Phone: ____/____/____	
Address: _____			
Street		City	State Zip
E-mail (Optional): _____			
In an emergency, notify: _____		Phone: ____/____/____	
<b>If the Participant is under 18, the Parent(s) or Legal Guardian(s) ONLY must also sign:</b>			
_____		_____	
<b>Parent's/Guardian's Signature</b>		<b>Parent's/Guardian's Signature</b>	

How or where did you hear about us? \_\_\_\_\_