

## **ZIPLINE PARTICIPANT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to participate in Ziplining Activities located at Wood's Tall Timber Lake Resort in Tuscarawas County, Ohio ("Premises"), operated by Wood's Real Estate and Development Company, LLC dba Wood Tall Timber Resort and operated on property owned by Wood's Tall Timber Lake, Inc. (collectively "Wood's"), the undersigned, individually, and on behalf of the undersigned's personal representatives, administrators, executors, heirs, and next of kin agree as follows:

### **Assumption of Risk:**

1. I acknowledge that Ziplining is an outdoor activity consisting of a pulley suspended on a cable above the ground. The participant is connected via the pulley (by a harness or other means) to the cable and travels along the cable from one platform to another platform ("Ziplining Activities or Ziplining");
2. I acknowledge that **Ziplining is a hazardous activity and involves inherent risks which combined with the forces of nature, acts of commission, or omission, by participants or others, could lead to injury or even death.** I acknowledge that injuries may occur as a result of the Ziplining Activities and acknowledge that the hazards associated with Ziplining include **but are not limited** to injury or death due to falling down, physical contact or collisions with other participants, physical contact or collisions with fixed objects, and psychological distress (due to fear of heights or otherwise). In all cases, I voluntarily accept inherent risks and risks that are not considered inherent, whether or not addressed in this document;
3. I acknowledge that Ziplining is intended for participants in reasonably good health. I acknowledge that any existing medical condition, whether physical or psychological, or any other condition, may be aggravated by participating in Ziplining Activities. I acknowledge that existing medical conditions may increase the likelihood of injury or death and affirm that I have considered the risks involved before choosing to participate;
4. I (or my Dependent) agree/s to follow all instructions of Wood's staff in connection with the Ziplining Activities. I understand that the failure to do so may jeopardize my (or my Dependent's) safety and the safety of Wood's staff, other participants, and other persons not participating in Ziplining. I further understand that Wood's staff are not medical professionals and cannot assess any of my (or my Dependent's) physical or emotional conditions;
5. I acknowledge that Wood's reserves the right to exclude any person from participating in Ziplining Activities for any reason including but not limited to safety reasons;

**Release and Waiver of Liability:** I **IRREVOCABLY RELEASE, WAIVE, DISCHARGE, AND AGREE NOT TO SUE** Wood's, Wood's workers, employees, agents, volunteers, officers, and directors, all individuals maintaining the Premises, rescue personnel, and any other person on the Premises, and each of their respective heirs, assigns, successors, executors, administrators, affiliates and legal representatives (hereinafter collectively referred to as "Releasees,") **FROM ALL LIABILITY, CLAIMS, RIGHTS, DEMANDS, OR ACTIONS OF ANY NATURE AND KIND, INCLUDING BUT NOT LIMITED TO THOSE ARISING IN TRESPASS, TORT, NEGLIGENCE, LAW, STATUTE, STRICT LIABILITY UNDER STATUTE, EQUITY OR BREACH OF CONTRACT, WHETHER KNOWN OR UNKNOWN, WHICH I may have FOR ANY AND ALL INJURY, ILLNESS, LOSS, AND/OR DAMAGE OF ANY KIND OR NATURE** including but not limited to personal injury, animal attacks, pain and suffering, loss of services, property damages, medical bills, damages for compensation, lost wages, loss of earnings, loss of relationship/consortium, emotional distress, or death, which arises from or relates to Ziplining Activities, except for those arising out of the willful misconduct, gross negligence, or intentional torts of the Releasees.

**Indemnification and Hold Harmless:** I agree to INDEMNIFY, DEFEND, AND HOLD HARMLESS the Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, litigation expenses, loss, liability, damage, and costs of any kind or nature, arising from or relating to my (or my Dependent's) participation in Ziplining Activities, except for those arising out of the willful misconduct, gross negligence, or intentional torts of the Releasees.

**ZIPLINE PARTICIPANT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (continued)**

**Emergency Medical Treatment:** I grant Wood’s permission to authorize emergency medical treatment for me (or my Dependent), as Wood’s deems appropriate, and agrees that such action by Wood’s shall be subject to the terms of this Agreement. The undersigned further agrees that Wood’s, or any other Releasees, assume no responsibility for any injury or damage that might arise out of or in connection with such authorized medical treatment.

**Choice of Law, Venue, and Severability:** I agree that this Zipline Participant Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (the “Agreement”) shall be enforced and interpreted under Ohio law and that if legal action is necessary to enforce this contract, exclusive venue shall lie in Tuscarawas County, Ohio. Further, should any clause in this Agreement be in conflict with state law, then only that clause shall be null and void while the remaining clauses shall remain in full legal force and effect.

**Fitness:** I certify that I (or my Dependent) am/is physically able to safely participate in Ziplining Activities and have no medical or mental condition which prevents me (or my Dependent) from participating in Ziplining Activities or executing this Agreement, including but not limited to pregnancy, heart, back or spine problems, and altitude problems. I further certify that I (or my Dependent) am/is not under the influence of alcohol, illegal drugs, or impairing legal drugs.

**Entire Agreement:** This Agreement is the full, final, and entire agreement between the undersigned and Wood’s regarding the matters herein addressed.

**THE UNDERSIGNED HAS READ THIS ENTIRE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE, AND INTEND THIS SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant (if 18 years or older)

\_\_\_\_\_  
Date

***\*\*Note: If participant is under 18 years old, parent or legal guardian must sign below\*\****

**For Parents/Legal Guardians of Participants Under 18 Years of Age**

I hereby warrant, affirm, and represent that I am the parent/legal guardian with legal responsibility for the above-named participant (“Dependent”) who is under 18 years of age and that, in such capacity, I have read this Agreement completely and carefully, understand the risks involved with Ziplining, and have explained and discussed those risks with the Dependent, and do hereby consent and agree to the Dependent’s participation, release, waiver, and acceptance of risk as provided above. On behalf of myself, the Dependent, and my family, personal representatives, estate, successors, assigns, heirs, executors, and next of kin, I hereby knowingly, freely, and expressly agree to all of the terms and conditions of this Agreement.

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date