

ACKNOWLEDGEMENT, ASSUMPTION OF RISK AND RELEASE OF LIABILITY

DaZe in a MaZe (hereinafter known as "The Farm")

Name _____ Date of Birth _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____

Email Address _____

Emergency Contact _____

Emergency Contact Phone _____

Insurance Co. _____

Acknowledgement of Risks: The undersigned acknowledges there are inherent and significant elements of risk in any sport or activity associated with a zip line (referred to herein as the "ACTIVITY"). The Farm and its employees have taken reasonable steps to provide you with appropriate equipment and skilled instructors so you can enjoy an activity at which you may or may not be skilled. However, in spite of precautions, the ACTIVITY has foreseeable and unforeseeable risks and all risks cannot be eliminated without destroying the unique character of the ACTIVITY. **Engaging in the ACTIVITY can cause serious injury to you, your children or wards, up to and including potential death.**

EXPRESS ASSUMPTION OF RISKS: You hereby acknowledge that participation in the ACTIVITY is purely voluntary. In recognition of the inherent risks of the ACTIVITY to which you or your children may engage, you confirm that you (they) are physically and mentally capable of participation in the ACTIVITY. You willingly and voluntarily assume the risk of any and all personal injury, death and/or damages.

Initial: _____

RELEASE: In consideration of being permitted to engage in the ACTIVITY and to use the facilities, equipment and services provided by The Farm, you, on behalf of yourself and any minor children for whom you are the parent, legal guardian or otherwise responsible, your spouse, you heirs personal representatives or assigns, do hereby release The Farm, its agents, employees and volunteers, and each and every land owner upon whose property the ACTIVITY is conducted, from all liability and damages which may occur while engaging in the ACTIVITY. You understand that by signing this form, you are waiving valuable legal rights.

CAPABILITIES-HEALTH-INSTRUCTIONS: You recognize that The Farm may find it necessary to refuse or terminate the participation of any person judged to be incapable of meeting the rigors or requirements of the ACTIVITY. You accept The Farm's right to take such actions for the safety of yourself and/or other participants. You will not engage in the ACTIVITY beyond your capabilities and will not cause any third party to be endangered by any of our action during the ACTIVITY or while using the facility or equipment. You agree to abide by The Farm's rules as they currently exist and as they are amended and you will immediately comply with all instructions and requests from The Farm's staff.

MEDICAL TREATMENT AND PHOTO AUTHORIZATION: You hereby authorize any medical treatment deemed necessary in the event of any injury or illness while participating in the ACTIVITY. You either have appropriate insurance or, in its absence agree to pay all costs of rescue and/or medical services as may be incurred on your behalf. You agree that any film or photographs of you, as participant(s) in the ACTIVITY, become the property of The Farm and may be used for promotional or commercial purposes.

INDEMNITY-JURISDICTION-VENUE: In the event of any litigation involving any actions covered by this Acknowledgement and Assumption of Risk and Release of Liability you agree to indemnify and hold The Farm harmless from any claims, demands or causes of action which are related to participation in the ACTIVITY. You agree that if any portion of this Acknowledgement and Assumption of Risk and Release of Liability is found to be void or unenforceable, the remaining portions shall remain in full force and effect. You agree that sole jurisdiction and venue of any litigation involving any action covered by this Acknowledgement and Assumption of Risk and Release of Liability shall be Logan or Garfield County, Oklahoma. In the event that you file a lawsuit against The Farm or any other person or entity hereby released, you agree to do so solely in the state of Oklahoma, and you further agree that the substantive law of that state shall apply in the action without regard to the conflict law rules of that state.

Initial: _____

SAFETY GUIDELINES/RULES FOR THE FARM: Please read each of the following guidelines. If you have any questions please inquire with The Farm staff. The Farm requires that parents or legal guardians of participants under the age of 18 thoroughly explain the guidelines.

- I acknowledge and understand that, as a user of The Farm, I have a responsibility to conduct myself and any and all person under my supervision, including minor children in a proper, courteous, and safe manner.
- I acknowledge and understand that no one may use the equipment and/or facilities at The Farm while under the influence of alcohol, drugs, or controlled substances.
- I acknowledge and understand that all users must wear a helmet while engaging in the ACTIVITY.
- I acknowledge and understand that in order to engage in the ACTIVITY, I must be certified by a member of the Farm’s staff.
- I understand that I must follow all directions of the Farm’s staff while engaging in the ACTIVITY.
- I acknowledge and understand that The Farm has the right to deny access to its facilities to any person, permanently or for a specific period of time, for any failure to adhere to the Safety Guidelines and Regulations, or for any conduct that is viewed as a unsafe, inappropriate, or unhealthy, including but not limited to: horseplay, foul language, or defiance of The Farm’s staff request.

I certify that I have carefully read, clearly understand and have sufficient opportunity to read this entire document and the terms and conditions started herein. I agree to be bound by its terms and acknowledge that this Agreement shall be effective and binding upon me, my heirs, assigns, personal representatives and all members of my family, including minor children. I understand that this Agreement is a contract. I sign it of my own free will.

Signature

Date

PARENT OR LEGAL GUARDIAN MUST SIGN FOR ANYONE UNDER 18 YEARS OF AGE

Parent/Guardian Printed Name

Relationship to Minor

Parent/Guardian Signature

Date

Initial: _____