



ZTL, Inc. d/b/a Zip Timber Lake  
RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNIFICATION AGREEMENT

**Instructions:** Please read this form carefully. Each participant must sign this form or you will not be allowed to participate. If you have questions about this form, please direct them to your guide before signing.

NAME of PARTICIPANT \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

PHONE #: (\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_

AGE: \_\_\_\_\_ HT: \_\_\_\_\_ WT: \_\_\_\_\_ SEX: M or F

EMERGENCY CONTACT NAME & NUMBER: \_\_\_\_\_ # (\_\_\_\_) \_\_\_\_\_

**MEDICAL INFORMATION:** Full disclosure in completing this form will better enable us to identify problems that may arise during the program and provide a third-party caregiver with pertinent health information. Our awareness of a condition should not be interpreted as a willingness or competency of our staff to administer other than basic first aid and obtain the assistance of more advanced medical caregivers.

*If you have had any of the following conditions, please check all that apply and give details in the lines below:*

Cardiac Issues    Asthma    Seizure Disorders    Allergies    Diabetes    Pregnancy    Bone or Joint Issues

Explanation: \_\_\_\_\_

Is the participant currently on medication? Specify: \_\_\_\_\_

In consideration of being allowed to use the equipment and participate in the activities of Zip Timber Lake, the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant minor, do hereby agree to the fullest extent permitted by law, as follows:

**1. Assumption of Risk.** I understand that my participation in activity offered by Zip Timber Lake is based on the “Challenge by Choice” philosophy. I recognize that the activity is designed to use engaging, teaching techniques, but that my participation is purely voluntary. At all times I will choose for myself my level of participation in any activity. I understand that if I choose not to participate at any point once I have purchased the ticket I will not receive a credit. **(Initial)** \_\_\_\_\_

I understand that the activities provided for which I have enrolled entail physical risks. Without trying to name them all, those risks include: increased heart rate, elevated blood pressure, strained or sprained muscles, fractured bones, partial or complete paralysis, heart attacks, psychological injuries, death, and potentially other serious injuries. I choose to participate in spite of these risks.

**2. Waiver of Claims.** I knowingly and voluntarily assume all risks involved in my participation, and do hereby release ZTL, Inc. d/b/a Zip Timber Lake., its members, affiliates, officers, employees, independent contractors and agents from any and all liability, damages, costs and expenses arising out of or relating to bodily or psychological injury, loss of life or personal property that may occur as a result of participating in this program, regardless of the cause. Should I be injured during this activity, I hereby authorize any medical care that is deemed in my best interest.

**3. Follow Instructions.** I furthermore agree to follow the instructor's safety and facilitation techniques as described and illustrated during the facilitation training in which I agree to participate. I understand that if I don't follow these techniques that I may be injured, be liable in the event of injury to other participants, and could be responsible for physical or emotional harm to my fellow participants. I also understand that even if I do follow these instructions, it is still possible that I could be injured or die.

**4. Indemnity.** I will indemnify and hold harmless ZTL, Inc. d/b/a Zip Timber Lake., its members, affiliates, officers, employees, independent contractors and agents from any and all liability, damages, costs and expenses arising out of or relating to bodily or psychological injury, loss of life or personal property that may occur as a result of participating in this program, regardless of the cause. I will pay any reasonable attorney fees of Zip Timber Lake related to my participation in the activities.

**5. Arbitration.** The Participant, and the Participant's parent(s) or legal guardian(s), if is a minor, hereby agrees to submit any disputed arising from participation in the above activities to binding arbitration. Submission shall be unlimited. For Such disputes, there shall be a single arbitrator Appointed by the United State District Court, Northern District of Indiana, Fort Wayne Division. The party requesting the arbitration shall pay all cost of the arbitration. The arbitration proceedings shall proceed in the county and state where the activity occurred and shall be governed by the Federal Rules of Evidence. As a threshold matter, the Arbiter shall confirm whether the Waiver and Release contained in this Agreement are enforceable.

**6. Release of Image Rights.** I grant Zip Timber Lake staff and persons acting through them, the rights to use, reproduce, assign, and/or distribute photographs. Films, videotapes, and sound recordings of myself for use in materials they may create.

**7. Cancelations:** I understand that if the tour is canceled due to weather I will receive a rain check to participate in the course again. If the tour has already begun, I understand that I will receive a partial credit.

**NOTICE: By signing this document you are waiving certain legal rights including a right to sue**

**\_\_\_\_\_ By Initialing, I have read, understand and accept the terms and conditions described in this form and acknowledge that this agreement shall be effective and binding upon me (or any child I have authorized to participate) during the entire period of participation in the activities. I have informed Zip Timber Lake trainers in writing of any relevant medical conditions that could affect my participation in this program. I am signing this form on my own free will and I am not under duress to sign this form. .**

**\_\_\_\_\_ By Initialing, I confirm that the participant meets weight requirement of 50lbs to 275 lbs.**

**TOUR DATE** \_\_\_\_ / \_\_\_\_ / \_\_\_\_ **Time:** \_\_\_\_: \_\_\_\_

\_\_\_\_\_  
Participant Signature AGE Date

\_\_\_\_\_  
Guardian Signature (if Participant is under 18) Date