

## Vail Adventure Center

# RELEASE AND WAIVER OF RIGHTS

PLEASE READ CAREFULLY BEFORE SIGNING.

**THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.**

1. In consideration of being able to participate in Vail Adventure Center (as defined below) activities (as defined below), I agree to release and hold harmless each of the following: Setab Entertainment LLC d/b/a Zip Adventures of Vail, Vail Bungee LLC, Vail Paintball LLC, 4Eagle Ranch LLC, The 4Eagle Foundation, City and County of Denver acting by and through the Board of Water Commissioners (“Denver Water”) and all of their affiliated organizations and companies, each of their respective insurance carriers, guides, employees, contractors, agents, volunteers, representatives, assignees, members, managers, officers, directors, and shareholders, and any landowners and government agencies on whose land the activities occur (collectively referred to in this Release as “Vail Adventure Center”) for any and all liability and/or claims for injury or death or damage to property arising in any way from any activity run by, sponsored by, or involving Vail Adventure Center. Reference to activity or activities in this Release include, but are not limited to: ziplining, canyon plunging, canopy tours, challenge courses, mountain hiking, bungee jumping, suspended bridge traversing, paintball tours, axe throwing, grilling/cooking, travel for these activities, guided activities, and all other activities run by, sponsored by, or involving Vail Adventure Center, or occurring on Vail Adventure Center’s premises.

2. **I agree to not sue or bring any claim against Vail Adventure Center on any basis, including but not limited to, claims of negligence, premises liability, product liability, wrongful death, or breach of warranty. I understand that this Release includes a release of all claims even if they involve negligent action or inactions of Vail Adventure Center.**

3. I acknowledge that any activities with Vail Adventure Center involve both known and unknown risks, which may involve the risk of physical injury or death. The known risks include, but are not limited to:

Falling; collisions; equipment failure; equipment malfunction; improper use of equipment; being caught in equipment; being struck by manmade or natural objects; slipping; tripping; natural and manmade hazards; uneven and/or slippery surfaces; falling objects; unprotected falls; accidents; jumping; animals; my condition; surface and subsurface snow conditions; ice; variations in terrain; cliffs; rocks; debris; marked and unmarked obstacles; poor visibility; transportation to and from activities; vehicle accidents; drowning; adverse weather; limited access to and/or delay of medical attention; improper medical attention; fatigue; exhaustion; dehydration; food allergy; hypothermia; high elevation; altitude sickness; frostbite; windburn; sunburn; trauma; illness; contraction of infectious disease(s); criminal activity; other trauma or medical conditions; and actions/inactions of others including their negligence.

I understand that the description of risks above is not complete and that the activities may be dangerous and include other risks. **I voluntarily assume all risks of injury and/or death.**

4. I agree that I will be personally liable for and will pay all reasonable attorneys’ fees and costs incurred by Vail Adventure Center in defending any lawsuits or claims covered by this Release or any activity of mine with Vail Adventure Center. I agree that under no circumstances will Vail Adventure Center ever be responsible for any of my attorneys’ fees.

5. I agree to wear and use appropriate safety equipment. I also understand that safety equipment is not a guarantee of safety and cannot protect me from all injuries and/or death.

6. I agree that this Release covers all activities and each and every time I am doing any activity run or sponsored by Vail Adventure Center, without requiring me to sign another form for each new activity.

7. I agree to fully defend, indemnify, and hold harmless Vail Adventure Center from any lawsuits or claims brought by any third persons that involved, in any manner, my actions or inactions.

8. By signing this, I represent that I am at least 18 years of age, or, that my parent or legal guardian is also signing this document along with me. If I am signing as the parent or legal guardian, I represent that I am the legal parent or legal guardian of the minor participant.

9. If I am signing as the parent or guardian, I agree that I am signing this on behalf of the minor. I further agree that both I and the minor are bound by all the terms of this Release, and both I and the minor are considered "I" and "me" in all the clauses of this Release. I agree to fully defend, indemnify, and hold harmless Vail Adventure Center of and from any lawsuits or claims brought by my minor child.

10. I further release and give up any and all claims and rights that I may now have against Vail Adventure Center, including those which I am not aware, those not mentioned in this release, and those resulting from anything which has happened up to now.

11. I agree that I must use the facilities of Vail Adventure Center, only in accordance with rules and instructions issued by Vail Adventure Center.

12. I agree that, during any Vail Adventure Center activities, my use of any equipment that I provide, or that I borrow or rent from Vail Adventure Center, will be entirely at my own risk. I understand and agree that Vail Adventure Center shall not be liable for any loss, personal injury or death, or damages resulting from the use, or the unsuitability, of said equipment. Vail Adventure Center make no warranties of any kind regarding this equipment.

13. I give my permission to Vail Adventure Center to use photographs, audio and video recordings and facsimile images of me, e-mail address(s), without compensation, for promotional and/or marketing information/activities.

14. I agree that any and all claims for damages, injury, or death against Vail Adventure Center or related to this Release in any way shall be governed by Colorado law, and the exclusive jurisdiction of any such claim shall be in Eagle County Colorado District Court or Colorado federal court in Grand Junction (Jury Division Three).

15. This Release is binding to the fullest extent permitted by law. If any provision of this Release is found to be unenforceable, the remaining terms shall remain enforceable. I agree that this Release shall be binding upon my assignees, subrogors, heirs, next of kin, executors, and personal representatives. And, I agree that they cannot bring any claim or action against Vail Adventure Center and in such circumstances they are also considered "I" and "me" in all the clauses of this Release.

16. **I have read and fully understand the terms of this Release. I confirm that I voluntarily agree to the terms of this Release, and I voluntarily agree to participate in the activities.**

Dated: \_\_\_\_\_

Please Initial: \_\_\_\_\_

Do you have any medical conditions? YES NO

Under 250 lbs \_\_\_\_\_

\_\_\_\_\_  
Explanation (if yes)

\_\_\_\_\_  
Print Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
AGE – Birth Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City/State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Emergency Contact (Name & Relationship)

\_\_\_\_\_  
Contact Telephone Number

**If Participant is under 18:**

\_\_\_\_\_  
Print Name of Parent/Legal Guardian of Minor Participant

\_\_\_\_\_  
Signature of Parent or Legal Guardian