NORTH GEORGIA CANOPY TOURS

5290 Harris Road, Lula, Georgia 30554
770-869-7272

Canopy Tour Participant Agreement

including Assumption of Risks and Agreement of Release and Indemnification

This form must be read, understood, and signed by all Participants, adults and minors (persons under the age of 18) and by a parent or guardian (referred to as Parent) for a minor Participant. Parent signs for himself or herself and on the behalf of the minor child. No applicant may participate in a Canopy Tour program unless these signatures are provided. The parties to this agreement are North Georgia Canopy Tours, LLC (**Provider**), and the persons signing below (**Participant**).

Description of Activities: Provider furnishes opportunities for adventure recreation and environmental education. The Canopy Tour includes Ziplines, Sky bridges, Obstacles, Hiking, and all other related activities that might take place. Ziplines are high cable traverses using safety harnesses and associated hardware. Participants zip through the upper forest canopy and are challenged with the difficulties of stepping off a high platform, confronting a fear of heights, and the risks of accepting these and other course challenges. Sky bridges are walkways high in the forest canopy consisting of planking supported by steel cables and cable handrails. Obstacles may include an incline bridge, rope swing, or rappel. Participants wear safety harnesses clipped onto overhead steel cables with attached safety lanyards. Tour groups will generally be limited to 8 or 9 participants accompanied by two guides. The tour through the forest canopy will be led by a guide trained to lead participants towards their desired recreational and educational outcomes. All equipment will be fitted and checked by the staff, progress throughout the tour will be closely monitored by the guides, and all equipment transfers will be performed by guides. Participants must be reasonably fit and able to control the speed of their travel along the ziplines by administering pressure to the cable behind the trolley with leather gloves. Participants may also be required upon occasion to pull themselves along a stretch of cable (particularly if they lose momentum before reaching any given landing platform - guides may assist with this process). The tour includes moderate hikes on uneven terrain - the total hiking distance on the course being approximately 2500 feet. Participants must be physically able to complete these hikes.

Medical Concerns: The Canopy Tour is designed for use by participants of average mobility and strength who are in reasonably good health. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, pregnancy, arthritis, tendonitis, or other joint and muscular-skeletal problems may impair the safety and well being of participants on the course; as may other medical, physical, psychological and psychiatric problems. All such conditions may increase the inherent risks of the experience and cause the Participant to be a danger to themselves or others. Participants with underlying medical problems that put them at greater risk of injury or illness during a Canopy Tour must carefully consider those risks before choosing to participate, and they must fully inform tour staff, in writing, prior to the beginning of the tour. Provider reserves the right to exclude any applicant from participation, for medical, safety, or other reasons.

Inherent and Other Risks: Serious injuries are uncommon in Canopy Tours, but the risk of injury or death certainly exists, by reason of falls, contact with other participants and fixed objects, moving about or being transported on the grounds on which the activities are initiated and conducted. A number of risks are inherent to the activities. These are risks that cannot be eliminated without changing the essential nature and educational and other values of the experience. The emotional risks range from unwelcome or inadvertent touching, simple hurt feelings to panic and psychological trauma (such as fear of heights). The physical risks range from small scrapes and bruises to bites and stings, broken bones, sprains, neurological damage, and in extraordinary cases, even death. The property on which the tour is located includes hilly, rocky, and wooded terrain, cliffs, ravines, creek beds, and a river with potential harmful plants and animals which may bite or sting. Injuries may be a natural consequence of the activity undertaken, as a result of the environmental hazards (including terrain and weather), a result of errors in judgment or other negligence of staff or participants, or otherwise: and may occur in spite of the reasonable efforts of staff to prevent them. In all cases, these inherent risks, and other risks which may not be inherent, whether or not described above must be accepted by those who choose to participate.

THE REVERSE SIDE IS AN INTEGRAL PART OF THIS AGREEMENT

In consideration of the Canopy Tour program which I and my family have contracted for with Provider, I (we) the undersigned Participant(s) and the Parent or Guardian of a minor Participant (for himself or herself and on the behalf of the minor participant), agree as follows:

ALL ADULTS INITIAL EACH ITEM 1 THROUGH 5:

INITIAL HERE ☐☐ **1.** I understand the nature of the activities that I will engage in as described above. I understand there are risks of injury and death associated with these activities. I acknowledge and voluntarily assume the risks of illness, injury, and death associated with these activities, inherent and otherwise, and whether or not described above, including those which may result from the negligent acts or omissions of other participants or staff.

INITIAL HERE ☐☐ **2.** I hereby release, indemnify, and hold harmless Provider, its owners, agents, and employees, and the owner or owners of the property on which the tour is conducted (the Released Parties) from, and agree not to sue them for, any liability for causes of action, claims and demands of any kind and nature whatsoever that may arise out of or relate in any way to my or my minor child's enrollment or participation in Provider's programs. The claims hereby released and indemnified include, among others, claims of other participants and of members of Participant's family and claims of negligence of a released party, but not the claims of gross negligence or willful injury.

INITIAL HERE ☐☐ **3.** I accept responsibility for any expenses that may be incurred for any illness or injury that may result from my, or my minor child's enrollment or participation in Provider's programs, including the costs of evacuation, hospitalization, and medical treatment and any sums payable to anyone by reason of any injury or loss of life that I may sustain through my participation in Provider's programs.

INITIAL HERE ☐☐ **4.** I am the parent or guardian of the minor child(ren) whose signature(s) appear on this release form. I have discussed the terms of the above Agreement with my child and am assured by my child that he or she understands the agreement and has freely accepted its terms. I give my child permission to participate in the Canopy Tour program. My signature below reflects my agreement to fully release the Released Parties, as provided above, from any claim which I may have, and, to the fullest extent allowed by law, to release such persons on behalf of my child(ren), for any claim the child(ren) may have.

INITIAL HERE ☐☐ **5.** I am physically able to safely complete the Canopy Tour. My participation in this activity is purely voluntary, no one is forcing me to participate, and I have elected to participate in spite of the risks. I am not pregnant. I am not currently under the influence of alcohol, illegal drugs, or impairing legal drugs. I understand that Provider may refuse participation in its Canopy Tour to any person that its owners, agents, or employees deem a hazard to themselves or to others. Provider may alter its published or announced requirements for participation in its Canopy Tour and for use of its property at any time and for any reasons that it may deem appropriate. I agree that should any part of this Agreement be judged invalid by a court with proper jurisdiction that all other parts not so judged shall nevertheless remain valid and in effect. Provider reserves the right to use voice, video or other photographic images of Participant for future marketing, educational, or other purpose, and Participant (and Parent) hereby consent to such use, without compensation. The laws of the State of Georgia shall govern in this agreement and that the courts with jurisdiction in Hall County, Georgia, shall have jurisdiction in any dispute that may arise between Participant and Provider. I have read, fully understand, and hereby agree to the terms of this agreement, voluntarily and with knowledge of the activities and their risks. I acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives, and estates.

PLEASE PRINT. **Leave no lines blank**. List each Participant's information individually and sign. *Circle email address if you do **not** want to be included on email list.*

ADULTS:

NAME:_____**AGE:**____**WT.:**____

ADDRESS:_____**CITY:**_____

STATE:_____**ZIP:**_____**EMAIL:**_____

MEDICAL CONDITIONS:_____

SIGNATURE:_____**DATE:**_____

NAME:_____**AGE:**____**WT.:**____

ADDRESS:_____**CITY:**_____

STATE:_____**ZIP:**_____**EMAIL:**_____

MEDICAL CONDITIONS:_____

SIGNATURE:_____**DATE:**_____

MINORS:

MINORS NAME:_____**AGE:**____**WT.:**____

ADDRESS:_____

MINOR'S SIGNATURE:_____**DATE:**_____

***MEDICAL CONDITIONS*:**_____

CHECK ONE ☐***PARENT*** ☐ ***GUARDIAN***

SIGNATURE:_____

MINORS NAME:_____**AGE:**____**WT.:**____

ADDRESS:_____

MINOR'S SIGNATURE:_____**DATE:**_____

MEDICAL CONDITIONS_____

CHECK ONE ☐***PARENT*** ☐ ***GUARDIAN***

SIGNATURE:_____