



### INFORMATION STATEMENT

The Zip Line at Nirvana Mountain, LLC and associated equipment was acquired from reputable commercial sources and was installed by trained professionals. It has been built with the highest safety standards, thoroughly tested, is ACCT certified and is ready to be enjoyed by our Participants.

*Please read and be certain you understand the implications before signing*

### **NIRVANA MOUNTAIN, LLC PARTICIPANT WAIVER RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISKS OF BODILY INJURY**

This ZIP LINE PARTICIPANT WAIVER (the “Waiver”) is entered into this day, by the Adult Rider or the Parent / Guardian acting on behalf of the Minor Rider (under the age of 18) (collectively referred to as the “Participant”) in favor of and to **Nirvana Mountain, LLC**, its managers, agents, employees and volunteers, land owners, their successors, heirs, and assigns and the supplier of any of the equipment used in this activity (collectively referred to as the “Released Party”).

For and in consideration of being permitted to use the Released Party’s Zip Line and/or related facilities, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant hereby releases, waives, assumes all risks, and discharges the Released Party and states as follows:

1. I UNDERSTAND THAT THE ZIP LINE AND ACTIVITIES ASSOCIATED THEREWITH MAY EXPOSE ME AND OTHER PARTICIPANTS TO CERTAIN INHERENT RISKS THAT CANNOT BE AVOIDED. These activities require moderate physical exertion and involve hiking on uneven, inclining, and declining terrain. The activities and use of the premises and equipment have inherent hazards and risks, which include, but are not limited to:
  - a. Possible failure and/or malfunction of equipment.
  - b. Collisions, tripping, loss of balance, falls.
  - c. Falling rocks, exposure to elements (excessive heat or hypothermia), and encountering objects either natural or man-made.
  - d. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision-making, including communication, misjudging terrain, weather, trails, or route location.

- e. Attack by, or encounter with, insects, reptiles, and/or animals.
- f. Anxieties and fears associated with heights.
- g. Fatigue, chill, and/or dizziness, which may diminish my, or my minor child’s reaction time, and increase the risk of accident.
- h. Unknown or unanticipated inherent risks may result in injury, illness, or death.

2. I HEREBY ASSUME SUCH RISKS. Appropriate footwear is required – shoes must be closed toed and secure to provide stability. Additional restrictions may apply based on weather conditions.
3. I ASSERT THAT I AM PHYSICALLY FIT and able to safely hike the trails and ride the Zip Line and I will not hold the Released Party responsible if I am injured as a result of ANY problems (medical, accidental, or otherwise) which occur while hiking or riding the Zip Line or participating in related activities.
4. I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO.

*The Nirvana Mountain activities are designed for Participants who are in reasonably good health and do not have any restrictive medical condition, such as pregnancy, osteoporosis, spine, heart, or other conditions that might create an unsafe risk to myself or to others. (If you are unsure, please consult with your physician first.) I am not under the influence of alcohol, illegal drugs, or impairing legal drugs.*

5. 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, participation in the activities described above and any related activities, 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 or my minor child may sustain. I fully understand that in the event of illness or injury, appropriate medical care must be summoned by radio or phone and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions.
6. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Released Party, other than what is set forth in this Agreement.
7. I HEREBY AGREE to follow all rules, regulations, and instructions while utilizing the premises and participating in these activities. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue further participation. If I become distressed at any time, I will immediately signal for help.

8. I HEREBY GIVE MY PERMISSION on behalf of myself and any of my participating minor children, and consent to the taking of photographs, video, or other media and agree that such material may be published and otherwise used by **Nirvana Mountain, LLC** for purposes it deems appropriate without compensation to myself or child.
9. IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELEASE ALL RELEASED PARTIES AND TO HOLD THEM HARMLESS FROM ANY AND ALL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH THESE ACTIVITIES, FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE (TO THE EXTENT PERMITTED BY LAW), AND I ASSUME ALL RISK IN CONNECTION WITH ZIP LINE ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE MAINTENANCE OF THE EQUIPMENT OR ORGANIZATION OF THIS ACTIVITY. I FURTHER WAIVE ANY RIGHT TO A TRIAL BY JURY OR SUMMARY JUDGMENT. In addition, I agree to indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorney's fees) the Released Party from any claim of loss, injury or death, brought on by myself or my minor child against another co-participant. These agreements of release and indemnity include loss or damage caused or claimed, in whole or in part, or by the negligence of a Released Party.
10. I have carefully read this contract in its entirety, fully understand its contents, and agree to the terms and conditions of this contract on behalf of myself, my heirs, and my personal representatives. This document constitutes the final and entire agreement between the Released Party and the Undersigned Participant. There are NO WARRANTIES expressed or implied, which extend beyond the description of the activity listed on this form. THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT.
11. **Nirvana Mountain, LLC** reserves the right to accept or deny service to any person.
12. If any provision of this Waiver is held to be unenforceable, the remainder shall remain in full force and effect.

**The weight limits for the Zip Line are no less than 65 pounds and no more than 230 pounds. Minor Participants must be at least 10 years old.**

**I HAVE CAREFULLY READ THIS WAIVER. I ACCEPT THE SPECIFIC REQUIREMENTS AND WILLINGLY AND VOLUNTARILY SIGN THIS AGREEMENT.**

**Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Street City State

**Email (optional):** \_\_\_\_\_

**Phone (optional):** \_\_\_\_\_

**Adult Rider / Participant (18 or over):**

\_\_\_\_\_ **Weight:** \_\_\_\_\_ lbs.  
Print Name

**x** \_\_\_\_\_  
Signature of Participant (18 or over)

or

**Minor Rider / Participant (under 18):**

\_\_\_\_\_ **Age:** \_\_\_\_\_ **Weight:** \_\_\_\_\_ lbs.  
Print Name

**Parent / Guardian:**

\_\_\_\_\_ **Print Name**

**x** \_\_\_\_\_  
Signature of Parent / Guardian  
(for minor Rider/Participant under the age of 18)