

**Please read and complete the information below and present this form at the SkyZip Ticket Plaza before your adventure.**

**RELEASE AND WAIVER**

**ZIPLINE FRANCHISING, LLC d/b/a SKYZIP powered by SKYLINE ECO-ADVENTURES and The Dollywood Company  
12 Kiopa'a St., Suite 202, Pukalani, HI 96788**

CUSTOMER NAME: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_  
NAME OF GUARDIAN (IF CUSTOMER UNDER 18): \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE:(\_\_\_\_) \_\_\_\_\_ WEIGHT: \_\_\_\_\_ ARE YOU PREGNANT? \_\_\_\_\_  
DO YOU HAVE ANY MEDICAL CONDITIONS WE SHOULD BE AWARE OF (IF SO WHAT ARE THEY)? \_\_\_\_\_

**NOTICE: THIS RELEASE AND WAIVER AFFECTS YOUR LEGAL RIGHTS.  
PLEASE READ IT VERY CAREFULLY AND UNDERSTAND IT BEFORE YOU SIGN.**

Zipline Franchising, LLC ("Zipline") and doing business as SKYZIP powered by SKYLINE ECO-ADVENTURES. In consideration of the services that Company has agreed to provide to me, I hereby promise and agree on behalf of myself (or, if I am signing this document on behalf of a person who is under the age of eighteen, on their behalf as his/her Legal Guardian), and my heirs, assigns, personal representatives and estate (or those of the minor if I am his/her Legal Guardian) as follows:

1. I recognize and acknowledge that there are risks inherent in any activity. The same factors that contribute to enjoying an activity may also cause property damages, accidental injury, illness or, in extreme cases, serious injury or death. **Having acknowledged that general risks exist, I hereby specifically accept and assume the following specific risks that may arise in participating in the SKYZIP POWERED BY SKYLINE ECO-ADVENTURES tour (the "Activity"):** (a) my participation in the Activity may result in accidents, injury, serious injury and/or death; (b) such injuries or accidents may occur in remote places where there are no immediately available medical facilities; (c) during the Activity I may experience fatigue, extreme heat, chill and/or dizziness which may diminish my reaction time and that of others and may therefore increase the risk of accident; (d) changing weather, fog, rain, sleet snow, and/or other conditions, slippery trails and/or roads, falling rocks, and erosive cliff edges through or near which I will be walking and/or traveling, my own inability to properly participate in the Activity or to follow rules and directions concerning the Activity and unforeseeable events may all contribute to the chances of accident and/or injury. INITIAL (\_\_\_\_)

2. I hereby confirm that I am at least eighteen years of age or my legal guardian has read this Release and has taken all responsibility for my participation in the Activity, that I am physically and mentally capable of participating in the Activity, that I will comply with all of the instructions and safety requirements for participating in the Activity, that I am capable of using the equipment provided to me by the Company, and that I am participating in the Activity voluntarily and of my own free will. I acknowledge that I will be required to listen to and follow rules and guidelines for participating in the activity, including but not limited to the following:

- **I will abide by all instructions provided to me by the Company, and the Company's designated tour guides**
  - **I will not make any adjustments to my equipment, and I agree that all adjustments will be made only by or with the assistance of a Company tour guide**
  - **I will not intentionally flip myself over or invert myself while on the zipline**
  - **I will hold on with at least one hand at all times while zipping**
- INITIAL (\_\_\_\_)

3. I understand and agree that the Company reserves the right, in its sole discretion, to refuse to permit me to participate in the Activity, and that the Company may terminate my participation in the Activity if it believes me to be incapable of following the instructions or meeting the safety requirements or the rigors of participating in the Activity. I specifically agree to release the Company and The Dollywood Company from any liability if I am prevented from participating in the Activity for any reason whatsoever. INITIAL (\_\_\_\_)

4. I agree that if anything in this Release cannot be enforced, then whatever is found to be unenforceable shall be severed from the Release and the rest of the Release shall be enforced without the severed section. INITIAL (\_\_\_\_)

5. **I hereby agree to assume full responsibility for myself and anyone else over whom I am legal guardian, for bodily injury, death or damages incurred as a result of my participation in the Activity. I further agree to defend, indemnify and hold ZIPLINE FRANCHISING, LLC, , SKYLINE ECO-ADVENTURES, LLC, The Dollywood Company and their affiliates, agents, employees, officers, and owners harmless from any liability WHATSOEVER for any bodily injury, death, loss of personal property or expenses resulting from my participation in the Activity.** INITIAL (\_\_\_\_)

**I hereby agree and confirm that any claim, action or dispute arising under this agreement or as a result of my participation in the Activity shall be commenced in a competent state court in Sevier County in the State of Tennessee.** INITIAL (\_\_\_\_)

I have read and understand and hereby accept the terms and conditions stated in this Release and Waiver.

Customer Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**If customer is under 18**

Legal Guardian Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_