

**PARTICIPANT INFORMATION RELEASE & ASSUMPTION OF RISK AGREEMENT**

_____	_____	_____	( ) _____	_____	_____
First Name	Middle Initial	Last Name	Phone No.	Date of Birth	Age
_____		_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
Address	City, State, Zip Code		Gender	Male	Female
E-mail address _____					
Emergency Contact _____		Relationship to Participant _____		Phone _____	

**RULES**

1. All climbers and/or zipliners must have a current liability waiver on file before climbing and/or ziplining. Participants under 18 must have this form signed by their parent or legal guardian.
2. Only those currently climbing and/or ziplining are allowed in climbing/ziplining areas.
3. Store all gear away from climbing/ziplining areas. No glass bottles, food, or drinks are allowed on the climbing wall landing mats and/or ziplining platforms. Closed toe shoes are required when climbing and/or ziplining.
4. Participants must be at least 9 years of age to climb and/or zipline. Participants must weigh above 40 lbs and under 300 lbs.
5. Foul language, horseplay, tumbling on landing mats, swinging on ropes, running, touching equipment without permission, being on landing mats and/or zipline platforms unsupervised or outside of scheduled activity times, and unruly conduct are not allowed at Triple S Christian Ranch and will not be tolerated.
6. All climbers and/or zipliners must use proper equipment.
7. All climbers and/or zipliners must be trained or checked by staff prior to climbing and/or ziplining. Breaking these rules is grounds for immediate removal.
8. No climbing, ziplining, or other related activity involving the climbing wall or zipline is allowed while under the influence of intoxicating substances, or substances which may cause physical or mental impairment.

We reserve the right to add to the above list as we see appropriate in an effort to provide a safe environment for our patrons. Refusal to abide by any rules can be cause for the loss of climbing and/or ziplining privileges without a refund.

\_\_\_\_\_ I agree that I have read and fully understand the rules of the facility, and will abide by those rules, as well as others posted throughout the activity site.

**RELEASE AND ASSUMPTION OF RISK.**

1. I acknowledge that climbing on an artificial climbing wall (referred to in this Agreement as "Climbing") and/or ziplining can be dangerous. The inherent risks of Climbing and/or ziplining are those that are normal or natural to that activity and cannot be eliminated with changing the primary nature of the activity. I acknowledge that there are inherent risks in the sport of indoor and/or outdoor rock climbing and ziplining, including but not limited to those dangers

associated with climbing, ziplining, descending, and belaying. Some of the hazards of climbing and/or ziplining, include but not limited to, falling because of improperly placed gear, loose or falling equipment or gear; getting dirt or other materials in the eyes; falling because of improperly tied knots or rope technique, or improperly buckled harnesses; acts of other participants; being hit by falling persons, equipment or debris; or falling onto another person, ledge or other protrusion; physical exertion; cuts, bruises, muscle and tendon strain, twisted or sprained ankles, rope burns, physical or emotional injury, paralysis, concussions, and even death, or other loss and damage to myself, to property, or to third parties. I understand that there are more hazards than are enumerated here, and that there are also unknown and unforeseeable hazards. **I understand that no amount of care, caution, instruction, or expertise can eliminate the inherent dangers associated with these and other activities.** I understand that climbing and/or ziplining gear could become damaged or defective.

2. I confirm that I am physically and mentally capable of participating in all activities. I understand that if my mental or physical condition changes after the execution of this release such that I am not capable of participating in the activity or using the equipment, I am obligated to cease participation in the activities immediately.

3. I understand that wearing a helmet does not eliminate the dangers associated with Climbing and/or ziplining but that in certain instances a helmet can reduce the risk of permanent injury or death. I understand that Triple S Christian Ranch recommends that I wear a helmet and that if I choose not to wear a helmet I do so against their advice.

4. I have read and agree to abide by the rules listed above on this waiver as well as other rules that may be posted throughout the facilities or climbing/ziplining sites.

5. I acknowledge that any climbing and/or ziplining instruction that I may receive from Triple S Christian Ranch is general in nature and may not apply to all climbing and/or ziplining conditions. I understand that any instruction that I do receive does not prepare me to climb and/or zipline beyond my ability or without supervision.

6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**MEDICAL AUTHORIZATION:** I agree, on behalf of myself, or on behalf of any minor children for whom I have signed this Agreement, to authorize any medical treatment deemed necessary by Triple S Christian Ranch or third party emergency medical personnel, in the event of medical emergency, including injury of illness, while participating in the use of Triple S Christian Ranch equipment or facility. I agree on behalf of myself, or if a minor, I agree as parent or guardian to pay all costs of any medical services rendered on my behalf, or on behalf of the minor on whose behalf I am signing this Agreement.

**ASSUMPTION OF RISK:** I EXPRESSLY ASSUME ALL KNOWN AND UNKNOWN RISKS ASSOCIATED WITH MY PARTICIPATION IN OR USE OF ANY AND ALL FACILITIES OF TRIPLE S CHRISTIAN RANCH, INCLUDING RISKS OF INJURY, PARALYSIS OR DEATH, AND INCLUDING ANY RISKS ASSOCIATED WITH MY NOT WEARING A HELMET. My participation in climbing, ziplining, and use of Triple S Christian Ranch facilities is purely voluntary and I choose to climb and/or zipline in spite of the risks.

**RELEASE OF LIABILITY:** I AGREE TO RELEASE AND FOREVER DISCHARGE TRIPLE S CHRISTIAN RANCH; and any of its members, officers, directors, employees, agents, representatives, sponsors, independent contractors, equipment manufacturers, and suppliers (collectively the "Released Parties"), from and against any and all damages, actions, claims, and liabilities, whether known or unknown, anticipated, suspected or unsuspected, resulting from ordinary negligence associated with my participation in any activity involving Triple S Christian Ranch or my use of or presence at the Triple S Christian Ranch facility with the exception of any willful and wanton, reckless or grossly negligent act or omission of the released party.

**VENUE, JURISDICTION & WAIVER OF JURY TRIAL** The laws of the State of Arkansas shall govern the rights and obligations of the parties to this Agreement and the interpretation, construction, and enforceability thereof. I agree that any lawsuit brought against the Released Parties shall be brought solely in the Circuit Court of Cleburne County, Arkansas. **I VOLUNTARILY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY** IN ANY ACTION INVOLVING ANY RELEASE PARTY.

**INDEMNITY AGREEMENT**

I agree, or on behalf of any minor children for whom I have signed this Agreement, to indemnify, defend or hold harmless the Released Parties from any loss, liability damages, expense or costs, including attorney's fees, incurred as a result of my participation in any activities or use of any facility.

I authorize Triple S Christian Ranch to use any photograph of me taken at any event sponsored by Triple S Christian Ranch to be used in promotional materials, brochures, and/or websites.

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

**Signature of Participant**

(18 years and older must sign) \_\_\_\_\_

Participant Name \_\_\_\_\_

Date \_\_\_\_\_

**TO BE SIGNED IF THE PARTICIPANT IS A MINOR**

I, \_\_\_\_\_, represent that I am the **parent or legal guardian** of the above individual, \_\_\_\_\_, and hereby consent to their use of the Facility and/or participation in activities. In consideration of Triple S Christian Ranch allowing the above individual to participate and/or use the Facility and as more fully described above, I agree to be bound by the terms and conditions of this Release. I, on behalf of myself and the above-named participant, hereby agree to waive and release, indemnify, hold harmless and forever discharge the Released Parties, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that said minor ever had or may have, arising from or in any way related to such minor's participation in activities in connection with the Released Parties, provided that this waiver of liability does not apply to any willful and wanton, reckless, or grossly negligent act or omission. I further agree, on behalf of myself, to indemnify, hold harmless and defend the Released Parties from and against any loss, damage, liability, expense, costs, and/or attorneys' fees, including any of those brought by or on behalf of, or otherwise related to or caused by the above-named participant.

**Signature of Parent(s)**

(or legal Court Appointed Guardian) \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_ Relationship to Minor \_\_\_\_\_

Date \_\_\_\_\_