



## Zip Line Adventure Tours Waiver

### **Release of Liability, Assumption of Risk, Waiver of Claims and Indemnification Agreement**

I/we (name(s) appear below) acknowledge that participating in Cannonsburg Zip Line Adventure tours and activities carries significant risk of personal injury, death and/or property damage. I/we acknowledge that risks include (but are not limited to) impacting objects, being impacted by objects, falling, slipping, force majeure, equipment malfunction, equipment misuse by myself, other participants, or employees of Cannonsburg LLC, its subsidiaries and affiliates. I/we also understand and acknowledge that there are natural, mechanical, and environmental conditions and risks, associated with Zip Line activities, which independently or in combination with my, or other participants, or employee actions may cause severe or even fatal injuries to myself, my group, or others.

I/we agree that I/we alone are responsible for my/our safety while participating in Cannonsburg Zip Line Adventure Tours and activities. I/we acknowledge that Cannonsburg LLC, its subsidiaries and affiliates, its employees and any agents, representatives, officers, directors, or affiliates of any person or entity associated with them are not responsible for my/our safety. I/we specifically RELEASE AND DISCHARGE in advance, those parties from any liability whether known or unknown, even liability which may arise out of carelessness or negligence on the part of persons or entities mentioned above. I/we agree to accept all responsibility for the risks, conditions, and hazards which may occur whether they now be known or unknown.

**I/we understand and acknowledge that the minimum weight for the Cannonsburg Zip Line Adventure Tour is 50 pounds and the maximum weight is 250 pounds.**

I/we acknowledge the contagious nature of SARS-CoV-2 virus and voluntarily assume the risk that I/we might be exposed to the coronavirus by attending Cannonsburg Ski Area and/or participating in Zip Line adventures, or any event at Cannonsburg Ski Area, and that such exposure might result in illness, disability and death.

I/we understand that the risk of becoming exposed to the coronavirus at Cannonsburg Ski Area may result from the actions, omissions, or negligence of myself and others.

Being fully aware of the risks, conditions, and hazards of Zip Lining and Zip Lining activities, I/we hereby agree to WAIVE, RELEASE and DISCHARGE any and all claims for damages for personal injury, death, or property damage which I/we (or the minor on behalf of whom this is given) may have or which may hereafter accrue as a result of any participation in Zip Line activities, against any person or entity identified above whether such injury or damage was foreseeable or not, including such claims regarding deck, platform, structure and facility design or maintenance, or the design or the condition of any equipment utilized by me/us while engaged in Zip Line activities.

I/we further agree to forever HOLD HARMLESS AND INDEMNIFY all persons and entities identified above, generally and specifically, from any and all liability for death, personal injury or property damage, resulting in any way from my/our (or the minor in behalf of whom this is given) participating in Zip Line activities.

By my/our participation I/we agree to accept the conditions as they exist even though I/we may not have chosen to inspect the zip line facilities. I/we agree that I/we will accept and abide by all rules and regulations of the Zip Line facility. This Acknowledgement and Assumption of Risk & Waiver release from Liability shall be binding upon my/our heirs and assigns. I understand that this Release and Indemnification Agreement may be pled by Cannonsburg as a complete bar and defense against any and all claims, demands or causes of action by or on my behalf. Any provision of this Release and Indemnification Agreement which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect.

I consent to and authorize the taking of photographs and/or videos during my and/or the Minor's visits to Cannonsburg for Zip Lining or any other activity. I grant permission to Cannonsburg to use said photographs and/or videos in advertising, displays, web sites, brochures, and other forms of electronic media, illustrations or publications without notifying me. I hereby waive any and all rights to privacy in the photographs/videos, the right to approve the finished photographs/videos, and to compensation related to the use of photographs and or videos

I/we have read the above terms of this contract, understand them and agree to abide by them. If signing as guardian on behalf of minor(s), I/we acknowledge that I/we have authority to enter into this agreement and will release, hold harmless and indemnify Cannonsburg LLC, and its subsidiaries and affiliates for any and all claims of the minor.

**Name of Participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Participant (if over 18 yrs old):** \_\_\_\_\_

**Signature of Parent/ Legal Guardian (if Participant under 18 yrs old):** \_\_\_\_\_

**Emergency Contact Name and Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_