

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Out N About Treehouse Treesort, LLC and Treehouse Zip Lines LLC, their agents, owners, officers, volunteers, participants, and all other person or entities in any capacity on their behalf (hereinafter collectively referred to as "ONATT&TZL"), I hereby agree to release, indemnify, and discharge ONATT&TZL, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I understand that attending a facility in the country in the trees, off the ground, on horseback, on swinging bridges, on stairs, on swings, wet decks may involve participation in physical activities both indoors and outdoors, and certain exposure to wildlife. With these, and all related activities, there is a certain element of risk. I acknowledge that my participation in horseback riding, ropes course, zipline activities and staying in a treehouse, entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks may include, but is not limited to:** being struck by rock fall or other objects dislodged from above; the hazards of walking on uneven terrain and slips and falls; ropes burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; the use of ropes, harnesses, and other equipment; the risks of falling off a platform or mountain; the risk of falling from significant heights, standing or walking on bridges, stairs and platforms both wet and dry; exposure to temperature and weather extremes which could cause cold shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustions, sunburn, dehydration; exposure to and travel in rugged terrain, exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; losing control of your horse and falling; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity. A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse or injured by the horse. Horses may do such things as bite, kick, buck, lie down, or stumble. Saddles may slip and other tack or saddle problems may develop as a result of normal use and wear. Your horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stump, forest growth, debris, rocks and cliffs and other obstacles whether obvious or not and whether man made or natural. Participants may lose their balance that can result in falling from the horse.

Furthermore, ONATT&TZL employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ONATT&TZL from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of ONATT&TZL's equipment or facilities, **including any such claims which allege negligent acts or omissions of ONATT&TZL.**
4. Should ONATT&TZL or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against ONATT&TZL, I agree to do so solely in the state of Oregon, and I further agree that the substantive law of that state shall apply in the action without regard to the conflict of law and rules of that state. 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.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain in a lawsuit against ONATT&TZL on the basis of any claim from which I have released them herein.**

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

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Treehouse \_\_\_\_\_ Phone \_\_\_\_\_ Date \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor) being permitted by ONATT&TZL to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ONATT&TZL from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Treehouse \_\_\_\_\_ Phone \_\_\_\_\_ Date \_\_\_\_\_

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(Must be completed for participants under the age of 18)**

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