

RELEASE AND WAIVER

HAWAII ZIPLINE TOURS, LLC dba SKYLINE ECO-ADVENTURES – AKAKA FALLS

28-1704 Mamalahoa Hwy., Suite #4, Honomu, HI 96728

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.**

In consideration of the services HAWAII ZIPLINE TOURS, LLC dba SKYLINE ECO-ADVENTURES – AKAKA FALLS, doing business as THE AKAKA FALLS SKYLINE ADVENTURE (the "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 AKAKA FALLS SKYLINE ADVENTURE (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 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 will be participating with me 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 from any liability if I am prevented from participating in the Activity for any reason whatsoever.

INITIAL (____)

4. **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 HAWAII ZIPLINE TOURS, LLC, SKYLINE ECO-ADVENTURES, LLC, ZIPLINE FRANCHISING, LLC, ADVENTURE HOLDINGS, LLC, ADVENTURE RIGGING CORP., RICHARD E. ALDERSON INTER VIVOS TRUST, JOHN K. SMITH and PAMELA G. SMITH, and their 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 (____)

5. **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 the Second Circuit Court of the State of Hawaii.**

INITIAL (____)

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

(Customer Signature)

(Date)

(Legal Guardian Signature if Customer under 18)

(Date)