

KERSEY VALLEY ZIP LINE
RELEASE AND WAIVER FROM LIABILITY
Read Carefully Before Signing

I, _____, residing at _____, hereby acknowledge that I have
(NAME) (CITY, STATE)
voluntarily agreed to participate in the Kersey Valley Zip Line located at Kersey Valley Farm in Archdale, North Carolina (herein referred to as "Kersey Valley Zip Line "), on _____, 20____, and I understand and assume all risks associated with zip line activities.

Age: _____ Height: _____ Gender M__ F__ Weight: _____ Notice: (Age 10) 70lbs Minimum 250lbs Maximum

For the valuable consideration of being permitted to participate in the Kersey Valley Zip Line, I and each of my heirs, personal representatives, guardians, conservators, agents, successors and assigns, HEREBY RELEASE AND HOLD HARMLESS the following persons and entities (these entities are collectively referred to herein as "the Company"): (1) Kersey Valley Zip Line® and its owner and operator, Kersey Valley, Inc., a North Carolina corporation, and its shareholders, officers, owners, employees, insurers, agents, volunteers, successors and assigns, and any of their subsidiaries, respective members, shareholders, directors, officers, and related persons and entities, in their official and individual capacities; (2) City of Archdale, Guilford County and its employees and agents; and (3) the landowner who leases the property to Kersey Valley, Inc. I specifically release these entities from any and all liability, claims, demands, actions, causes of action (including but not limited to negligence), claims of relief, or injuries related to or arising from my being a participant in the Kersey Valley Zip Line or my presence at the Company's facilities. I, and each of my heirs, personal representatives, guardians, agents, conservators, successors and assigns, agree: a) not to make a claim against or sue the Company or attach property of the Company; b) to waive any and all claims against the Company; and c) to defend, indemnify, and hold harmless the Company for injury, death, or property damage caused by, resulting from or in any way related to my being a participant in the Kersey Valley Zip Line or otherwise resulting from my presence at the Company's facility, **whether or not such injury, death, or property damage was caused by the negligence of the Company or Company's staff.** In the event I, or a representative on my behalf, take any legal action against the Company that is contrary to the terms of this Release, I agree to be responsible for all attorney fees and costs the Company incurs in defending such legal action, including any ultimate verdict or settlement.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I am aware that:

- Risk of injury from the activity and equipment utilized is significant, with the potential for permanent disability and death.
- Body parts, including hair, could become entangled in equipment, causing injury, pain, and disfigurement;
- I may fall from a height as high as 100 feet, resulting in severe injuries or death;
- I may slam into a platform or landing area, or miss the platform, resulting in injury and/or events leading to injury or death;
- I may not be securely fastened by a guide or employee and may fall, resulting in injury or death;
- Equipment could fail; cables may slip and/or break; harnesses could slip or break, resulting in injury or death;
- I may collide with another participant or employee, which may result in risks of death, paralysis, or serious injury;
- I may re-injure a previous injury;
- This is an outdoor activity and therefore includes risks associated with exposure to the elements, wild animals and insects, as well as heat exhaustion, hypothermia, and related conditions; the facility is located in a remote area without medical facilities, and delay may occur in treating health conditions;
- I may become sick from the swinging motion resulting in nausea, vomiting, dizziness, or other illness, and such condition may decrease reaction time resulting in injury.

This list is provided for illustrative and informative purposes only and is not intended to be exhaustive or to in any manner limit the intended broad reach of this release. This agreement is governed by the laws of the State of North Carolina; if any provision is held invalid, it is agreed that the remaining provisions shall remain in full force and effect.

I AM AWARE OF THE INHERENT AND OTHER RISKS ASSOCIATED WITH ZIP ACTIVITIES AND I UNDERSTAND THAT BY PARTICIPATING IN THE KERSEY VALLEY ZIP LINE, I ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE, AND I EXPRESSLY AGREE THAT THE ABOVE RELEASE, WAIVER AND INDEMNITY AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS POSSIBLE. I UNDERSTAND THAT I MAY CHOOSE NOT TO PARTICIPATE IN THE KERSEY VALLEY ZIP LINE, AND IN SUCH CASE, I WILL IMMEDIATELY NOTIFY THE STAFF OF MY DECISION AND I WILL RECEIVE A REFUND AND WILL BECOME A DAY GUEST AT THE DAY GUEST RATE. I HAVE READ THIS RELEASE OF LIABILITY AGREEMENT AND I UNDERSTAND THAT I AM GIVING UP LEGAL RIGHTS BY SIGNING IT, AND I AM FREELY AND VOLUNTARILY SIGNING IT WITHOUT ANY INDUCEMENT.

Photo Release: I agree to allow this organization to photograph or videotape my participation in the course. I understand that the pictures may be used in promoting the organization.

DATE: _____, 20_____

Signature

City, State, Zip Code

Print Name

Email