

**PARTICIPANT AGREEMENT  
CANOPY TOURS NORTHWEST, LLC  
332 N. EAST CAMANO DRIVE  
CAMANO ISLAND, WA 98282**

Participant Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Weight [*leave blank*]: \_\_\_\_\_  
Parent/Legal Guardian Name (if Participant under 18): \_\_\_\_\_  
Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ E-mail (optional): \_\_\_\_\_

**NOTICE: THIS PARTICIPANT AGREEMENT AFFECTS YOUR LEGAL RIGHTS.  
PLEASE READ IT VERY CAREFULLY AND UNDERSTAND IT BEFORE YOU SIGN.**

In consideration of CANOPY TOURS NORTHWEST, LLC (the "Company") allowing me to participate in the zip-lining and related activities, including without limitation travel in Company-owned vehicles (the "Activities"), I hereby acknowledge, agree, represent, and warrant on behalf of myself and my spouse, heirs, assigns, personal representatives, and estate as follows:

1. I hereby acknowledge that the rigors associated with the Activities are inherently dangerous and represent an extreme test of my physical and mental limits and condition. I hereby acknowledge that participation in the Activities involves risks that I may suffer, without limitation, injury, illness, property damage, or, in certain cases, serious injury or death. I understand that the risks, include, without limitation, injuries or accidents may occur in remote places without immediately available medical facilities; fatigue, extreme heat, chill, and/or dizziness that may diminish my reaction time; changing weather, fog, rain, sleet, snow, or other conditions; slippery trails or roads where I may be walking or traveling; my own inability to properly participate in the Activities or to follow rules and directions concerning the Activities; equipment failure or inadequate safety measures; accidents caused by other participants; and other unforeseeable events that may contribute to the chances of accident or injury (the "Risks"). **Having acknowledged that the Risks exist, I hereby specifically accept and assume all the Risks that may arise by or in connection with my participating in the Activities.**

INITIAL (\_\_\_\_)

2. I hereby agree, warrant, and represent that all information I have provided is true and complete; I am capable of using the equipment provided to me by the Company; and I am participating in the Activities voluntarily and of my own free will.

INITIAL (\_\_\_\_)

3. I hereby acknowledge that I will be required to listen to, and agree that I will follow, all instructions, rules, and other requirements for participating in the Activities, including, but not limited to, the following:

- I will not make any adjustments to my equipment, I agree that all adjustments will be made only by or with the assistance of a Company tour guide, and I will notify a guide of all questions or concerns about the fit or adjustment of equipment or its use.
- I will hold on to my equipment with at least one hand at all times while zipping or otherwise involved in the Activities.

INITIAL (\_\_\_\_)

4. I hereby acknowledge and agree that the Company in its sole discretion can refuse to permit me to participate in the Activities and can at any time terminate my participation in the Activities if, in its sole discretion, it believes me to be incapable of following the instructions or meeting the safety requirements or the rigors of participating in the Activities or if I fail or have failed to meet them. I hereby release the Company, its members, and its employees from any liability if my participation in the Activities is refused or terminated for any reason.

INITIAL (\_\_\_\_)

5. I hereby agree that if any provision in this Participant Agreement cannot be enforced, the same shall be severed, and the rest of this Agreement shall be enforced without the severed provision.

INITIAL (\_\_\_\_)

6. **I hereby assume full responsibility and release the Company and its affiliates, agents, representatives, employees, officers, members, and owners (collectively, the "Released Parties") for any claim, cause of action, or other obligation or liability for bodily injury, death, or damages suffered or incurred by me arising from or in connection with my participation in the Activities, including as a result of any negligence of any of the Released Parties (collectively, the "Released Claims"). I hereby agree to defend, indemnify, and hold harmless the Released Parties from and against any claims, demands, damages, costs, or expenses, including attorneys' fees, that they may suffer or incur as a result of the assertion by any person of any of the Released Claims.**

INITIAL (\_\_\_\_)

7. I hereby authorize the Company and its contractors (specifically including SnapSportz, Inc.) and their respective affiliates, agents, representatives, employees, officers, members, and owners (the "Authorized Parties") to take photographs of me that I will have the opportunity to review and purchase.

I hereby further authorize the Authorized Parties to publish and use all photographs, whether purchased or not, and other likenesses and images of me for any lawful purpose, including, without limitation, publicity, advertising, and web content, and authorize the Authorized Parties to edit, alter, copy, exhibit, publish, and distribute my photograph, likeness, or image and waive any right to inspect or approve the same or to claim any royalties or other compensation for such use. I hereby release and agree to defend, indemnify, and hold harmless the Authorized Parties from and against any claims, demands, damages, costs, or expenses, including attorneys' fees, that they may suffer or incur as a result of the assertion by me or any other person of any claim or cause of action, including, but not limited to, invasion of privacy, arising from or in connection with any use of my photograph, likeness, or image as authorized by me.

INITIAL (\_\_\_\_)

8. I hereby agree that this Participation Agreement and any claim, dispute, or other action arising under or in connection with it or my participation in the Activities shall be governed by Washington law; any action related to the same shall be brought in a Court of proper jurisdiction in Island County, Washington; venue shall properly lie in said Court; and the party most prevailing in any such action shall be awarded its costs and expenses thereof, including attorneys' fees.

INITIAL (\_\_\_\_)

**PARTICIPATION REQUIREMENTS**

I hereby warrant and represent that I satisfy the following requirements for participation in the Activities:

<b>Physical/Health:</b>	Participants must be in good physical condition. Participants must be comfortable with heights. Individuals with the following conditions are <b>NOT</b> permitted to participate in the Activities: Pregnancy Limited use of arms or legs Recent surgeries or injuries Epilepsy or seizure disorder Impaired hearing or vision Under the influence of alcohol, drugs, or medications Individuals with back problems or other medical conditions such as heart disease must have consulted with their health care provider before participating in the Activities.
<b>Weight/Height:</b>	Minimum weight: 65 lbs. Maximum weight: 300 lbs. Minimum height: 48 inches
<b>Age:</b>	Minors 12 years and under must be accompanied by a person 18 years or over. Minors of any age may not participate without a parent or legal guardian's signature.
<b>Communication:</b>	Participants must be able to understand and follow instructions in English.

INITIAL (\_\_\_\_)

**I HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS OF THIS PARTICIPANT AGREEMENT.**

Participant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PARENTAL/GUARDIAN'S CONSENT.** As the parent or legal guardian of the minor identified above, I hereby accept and agree to all of the terms and conditions of this Participation Agreement on behalf of said minor in connection with his or her participation in the Activities. If, despite this Agreement, I, said minor, or anyone on said minor's behalf makes any claim or demand against any of the Released Parties or the Authorized Parties for or in connection with any of the Released Claims or the use of any photographs, likeness, or image, I hereby agree to defend, indemnify, and hold harmless the Released Parties or the Authorized Parties, as applicable, from and against any such claims or demands and any related damages, costs, or expenses, including attorneys' fees, that they may suffer or incur, including, for this purpose, all costs and expenses, including attorneys' fees, to enforce my obligation hereunder.

Parent/Legal Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_