

**ZIPLINE/CANOPY TOUR RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.**

**Please read and be certain you understand the implications of signing.**

Express Assumption of Risk Associated with Ziplines, Canopy Tours, and Related Activities.

I,  \_\_\_\_\_ Please Print First Name, Middle Name, and Last Name do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Zipline/Canopy Tour activities, transportation of equipment related to the activities, and travelling to and from activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized in Zipline/ Canopy Tour activities is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. My own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of - Kitty Hawk Flight School LLC, Kitty Hawk Kites Inc., Flight Parks LLC, KHK Morningside, including but not limited to operator error.
4. Injury to hands, fingers, feet and toes, including but not limited to inflammation and/or strain of muscles ligaments and/or tendons, nerve damage or compression, and broken bones.
5. Injuries from falling may occur from exposure to high altitude, which may affect judgment and coordination, or from not paying close attention to your activity or others participating with or near you.
6. Broken bones, severe injuries to the head, neck, and back which may result in severe physical impairment or even death.
7. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
8. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature or weather conditions.
9. Attack by or encounter with insects, reptiles, and/or animals.
10. Accidents or illness occurring in remote places where there are no available medical facilities.
11. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
12. My sense of balance, physical coordination, and ability to follow instructions.

**\*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

**Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration for being permitted to participate in any way in Zipline/Canopy Tours and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees.

Kitty Hawk Flight School LLC, Kitty Hawk Kites Inc., Jockey's Ridge State Park, , State of North Carolina Dept. of Environment, Health and Natural Resources, the State of North Carolina, the Town of Nags Head, Wright Brothers Inc., Wright Brothers Mercantile LLC, Jerry Wright, Thomas Wright, Cotton Gin, Inc., Flight Parks LLC, KHK Morningside, The Wright Experience, Discovery of Flight Foundation, Dare County, Currituck County and their officers, directors, elected officials, agents, employees, instructors, pilots and owners of equipment and the land used









2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

 _____ Signature of Adult Participant	 _____ Name of Adult Participant (Please Print)	 _____ Date
 _____ Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.	 _____ Name of Parent or Guardian (Please Print)	 _____ Date
	 _____ Name of Minor (Please Print)	 _____ Date

# DECLARATION OF FITNESS TO ZIPLINE / CANOPY TOUR

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during Zipline/Canopy Tour activities:

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent or historical back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of Zipline and/or Canopy Tour activities, I will notify the Instructor / Guide / Spotter immediately and before moving any further.

**I have read the above Declarations, understand them, and I agree to be bound by them.**

→ _____ Signature of Adult Participant	→ _____ Name of Adult Participant (Please Print)	→ _____ Date
→ _____ Address of Adult Participant	→ _____ Phone Number	
→ _____ Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.	→ _____ Name of Parent or Guardian (Please Print)	→ _____ Date
→ _____ Address of Parent or Guardian	→ _____ Phone Number	
	→ _____ Name of Minor (Please Print)	→ _____ Date

**If you cannot sign the above declaration because of any of the above conditions, you must notify the Instructor / Guide / Spotter immediately before you climb.**

<b>Attention of the Instructor/Authorized Insured Only (Counter-sign upon full and correct completion)</b>		
_____	_____	_____
Counter-Signature of Authorized Insured	Name of Authorized Insured (Please Print)	Date