

Historic Banning Mills and Screaming Eagle Zip line Canopy Tours and Adventures Informed Consent:

Description of the Eco zip line Canopy tours and Adventure Treks

Zip line canopy tours provide opportunities for adventure recreation and environmental education. Tours consist of zip lines, sky bridges, obstacles, tree platforms and other related adventure activities. The tours are accessible by sky walkways, stairs, towers and or climbing walls. Zip lines are high cable traverses used via safety harnesses and associated hardware while sky bridges are walkways high in the forest canopy consisting of planking supported by steel cables and handrail. Trained guides will accompany all tours and participants will receive instruction and all gear checked by guides before beginning the adventure. Participants will be required to hand brake with leather type gloves and there may be some jarring type impact on some landings. Our grounds are left as natural as possible and are not considered improved. Participants will be required to walk on uneven ground trails at times, climb towers, traverse bridges that give the illusion of instability and stand in close proximity to others on the tree platforms. These type eco tours are not rides and do require participants to be involved in all aspects of the adventure trek.

Possible risks that may be encountered on zip line canopy tours, team building events, aerial adventure parks and climbing/ rappel walls as well as other outdoor type events are: strains, sprains, dislocations, broken bones, blisters, hot spots, soreness, sore muscles, hypothermia, dehydration, scrapes, cuts or gashes, abrasions, collisions, service provider mistakes, heat exhaustion or heat stroke, concussions, heart attacks, sunburn, insect bites or stings, getting hit by a falling object, falls, hair, clothing or jewelry getting caught, contact with harmful plants or animals, neurological damage, head/neck/back injuries, serious injury and death. The Provider does try to anticipate participants medical needs ahead of time via the waiver but this cannot be interpreted that the Provider or staff is competent to deal with these particular medical problems. The Provider does recommend that any incident, resulting in participant injury, minor or major, that said participant should see a MD for evaluation without delay.

I have read and understand the risks listed above.

I understand that the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for any risks identified herein and those not specifically identified. **My participation in this activity is purely voluntary and no one is forcing me to participate and I elect to participate in spite of and with full knowledge of risks.** I assume and accept full responsibility for myself, including any minor children in my care, custody and control, for any bodily injury, loss of personal property or death and any expenses resulting from the inherent risks and dangers identified and unspecified including those resulting from my negligence in participating in this activity.

Initial _____

I understand that I should do nothing that may harm the environment or destroy its natural beauty, so that anyone who follows me may enjoy what nature provides. I will carry my trash out to a suitable trash container. **Initial** _____

I understand the dangers that are inherent with the use of alcohol and drugs; I agree to not participate in activities under the influence of either of these. I understand that I can be refused participation for such use and that staff personnel has the right to refuse anyone participation. **Initial** _____

My signature certifies that I am aware of the weight restrictions (50lbs minimum for the level 1 tour), (90 to 250 lbs for women and 90 to 285 lbs for men) and that I do meet this requirement. I understand that the provider may ask me to weigh on their scales. Initial _____

Historic Banning Mills ASSUMPTION OF RISK AND INSURANCE CERTIFICATION

Each participant in these activities should realize that there are risks and dangers inherent in them, and also in the training for, participation in, and travel to and from such activities. It is the sole responsibility of each participant to participate only in those activities for which he or she has the prerequisite skills, qualifications, preparations, and training. Zip line canopy tours are not recommended for second and third trimester or high risk pregnancies or guests that have moderate to severe respiratory or cardiac problems, previous back or neck or head injuries, moderate to severe muscular-skeletal problems or severe arthritis, and guests that are unable to understand verbal commands or hand signals or incapable of understanding, retaining and obeying verbal instructions. This list is not complete and any guest with medical problems should notify the staff and consult their own MD for participation recommendations.

The undersigned acknowledges that in spite of Historic Banning Mills and Screaming Eagle Adventure Tours staff's reasonable efforts to prevent harm, injuries may occur from natural consequences of the activity, errors in judgment or other negligence of staff or other participants. In all cases, these inherent risks, named and unnamed must be accepted by those who chose to participate.

I acknowledge that I am solely responsible for any hospital or other costs arising out of any bodily injury or property damage sustained through my participation in such voluntary outdoor programs or recreational activities. I assume and accept full responsibility for myself, including any minor children in my care, custody and control, for any bodily injury, loss of personal property or death and any expenses resulting from the inherent risks and dangers identified and unspecified including those resulting from my negligence in participating in this activity. **Initial** _____

The Lodges at Banning Mills Retreat and Conservation Center (DBA as Historic Banning Mills/Screaming Eagle Zipline Canopy tours and Adventures and known hereafter as owner/provider)

RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE

I hereby release, indemnify and hold harmless the Provider, its Owners, Agents, and employees and the Owner of the property on which the tour is conducted from and agree not to sue them for any liability for causes of action, claims and demands of any kind and nature whatsoever that may arise out of or relates in any way to my or my minor child's enrollment or participation in Provider's programs. The claims hereby released and indemnified include, among others, claims of other participants and of members of participant's family or associates and claims of negligence of a released party, **but not** the claims of gross negligence or willful injury.

I certify that I am 18 years of age and suffering under no legal disabilities and that I have carefully read and understand this waiver. I certify that if I am under the age of 18, I will have the consent of my parent or legal guardian as noticed below. As a minor, my signature below, indicates I have read and understand the whole waiver. I understand as a minor that if I have questions or concerns, I may ask my parent or legal guardian to review said waiver. I understand that the staff is available for further information that may need to be relayed to participant. I have been advised that if I have misrepresented my age or someone else's identity, I agree to completely indemnify the provider and anyone associated in any way with the provider from loss or injury or anything suffered or death.

Please fill out the following medical information:

(If you leave the following blank, it indicates that you have no health issues or allergies)

1. Are you allergic to any kind of bee sting or insect: Do you need an Epi Pen? Do you have it?
2. Are you a diabetic? Insulin dependent? List any allergies
3. Do you have seizures Asthma Cardiac history
4. Have you had any surgeries in the last 6 months? Please list
5. Are there any medical conditions that we may need to know about?

I understand that if I do not check out with the facility after my adventure and I did upgrade the activity but did not come back to pay for it, the credit card used to reserve the reservation will be charged for the upgrade balances. I therefore give the facility permission to charge for any upgraded balances on the reserving credit card.

Initial _____

Print Name: _____ Signature: _____

Parent/Legal Guardian Signature (if under 18): _____

Parent/ Legal Guardian Name (please print): _____

Phone: _____ Date: _____

ADDENDUM TO CANOPY WAIVER:

Aerial adventures are experiential and do require certain safety type gear to be placed on the guest to include; full or half harnesses, lanyards, pulleys, helmets and gloves. Most of the gear does require tightening which secures the gear in place before going out on the aerial adventure. I understand that if I need assistance when tightening gear, there may be unintentional touch to lower and/or upper extremities, waist area and/or head area when performing these safety checks on the gear.

Signature: _____ Date: _____