HAWAIIAN FALLS
PARTICIPANT AGREEMENT, RELEASE OF LIABILITY AND ACKNOWLEDGEMENT OF RISK
FORM

Please read and understand this document before signing

Adventure Park

A ropes or Adventure Park is a series of tasks, obstacles or challenges that the participants will travel through, on or around during the course. Most obstacles involve physical activity such as crawling, walking, climbing or movement using all or part of the body. Obstacles range from ground level to 40 feet off the ground. A large amount of physical exertion will be required. Participants may experience exhaustion or tiredness from the course.

Participants will be wearing a harness and using clips to attach themselves to cables to traverse through the course. Participants are required to perform this task before entering the course to prove his/her ability to course staff. Once on the course, participants will transfer themselves from one activity to the next by moving ONE clip at a time to the subsequent cable. Adventure Park participants travel through the course WITHOUT a guide. Staff members are positioned on the course to monitor, observe, and assist when necessary. Participants may experience and confront several types of fear or trauma. You must be physically fit and emotionally ready to participate.

HAWAIIAN FALLS’s staff is professionally trained to operate the equipment and to facilitate participants in its proper use.

Zip Line Tour

A Zip Line tour is a series of zip wire traverses which involve the participant using a harness and associated hardware. Equipment will be fitted and checked by staff. The group will be closely monitored by guides placed at each start and end platform, and all equipment transfers will be performed by guides or by participants under close supervision. Participants must be reasonable fit and have the ability to land successfully on the landing platforms at the end of each zip line cable. They may also be required upon occasion to pull themselves along a stretch of cable if they should lose momentum before reaching any given landing platform (guides may assist with this process). You must be physically fit and emotionally ready to participate.

HAWAIIAN FALLS’s staff is professionally trained to operate the equipment and to facilitate participants in its proper use.

*The Adventure Park and Zip Line Tour will be collectively known HAWAIIAN FALLS’s “activities” within this waiver.

Express Assumption of Risk

I, _________________________________ (print participant name) do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activities provided by HAWAIIAN FALLS, including the rental and use of equipment, of which I am about to engage in. Inherent hazards and risks from the activities and equipment include but are not limited to:

1. Risk of injury including the potential for permanent disability and death.
2. Possible malfunction of my own or others’ equipment.
3. These activities take place outdoors and therefore include risks associated with exposure to elements, excessive heat, hypothermia and encountering objects either natural or man-made causing injury and/or death.
4. My own negligence and/or the negligence of others, including but not limited to patron error and staff/guide decision making including misjudging terrain, weather, trails, or route location.
5. Attack by or encounter with insects, reptiles, and/or animals.
6. Accidents or illness occurring in remote places where there are no readily available medical facilities.
7. Fatigue, chill, and/or dizziness, which may diminish my/our recreation time and increase the risk of accident.
8. Becoming scared, hyperventilating, having fears or panic attacks or similar emotional conditions.
*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 the activities described above and related activities, I hereby voluntarily agree, that:

1. I HEREBY RELEASE AND HOLD HARMLESS HAWAIIAN FALLS, its owners, officers, directors, agents, representatives, employees and volunteers, and the owner or owners of the property on which the activities are conducted (referred to as Released Parties) WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to my person or property, or that of a family member, WHETHER CAUSED BY RELEASED PARTIES NEGLIGENCE OR OTHERWISE. Further I release and agree not to sue Released Parties for any liability for actual damages pursuant to causes of action 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 Released Parties or otherwise. Further if I am a Parent or Guardian of a minor child who is participating in the activities, I release the minor’s claims against the Released Parties and agree not to bring any claims or suits of any kind or nature against Released Parties for damages sustained by the minor that may arise out of or relate in any way to my or my minor child’s participation in the activities, WHETHER CAUSED BY RELEASED PARTIES NEGLIGENCE OR OTHERWISE. The claims hereby released and indemnified include, but are not limited to, claims of other participants and members of Participant’s family or associates, and include claims for gross negligence to the extent allowed by law, but not claims of willful injury.

2. I accept responsibility for any expenses that may be incurred for any illness or injury that may result from my, or my minor child’s participation in HAWAIIAN FALLS’s activities, including the costs of evacuation, hospitalization, and medical treatment and any sums payable to anyone by reason of any injury or loss of life that I may sustain through my participation in HAWAIIAN FALLS’s activities.

3. I am physically able to safely complete HAWAIIAN FALLS’s activities, including Adventure Park elements and zip lining. My participation in these activities is purely voluntary, no one is forcing me to participate, and I have elected to participate in spite of the risks. I am not pregnant. I am not currently under the influence of alcohol, illegal drugs, or impairing legal drugs. I am emotionally ready to participate in these activities.

4. I am aware that the Released Parties require strict adherence to its standards of safety and conduct. I agree to fully abide by these standards or to accept dismissal for refusing to adhere to them.

5. I hereby grant the Released Parties to take and use photographs, video, film, and other images of me participating in or observing the activities. I waive my right of privacy, publicity, compensation, copyright or other rights to those images and I consent to the releases using those images for any purposes.

6. 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.

7. PARTICIPANTS MAY NOT BE UNDER THE INFLUENCE OF ALCOHOL OR ANY SUBSTANCE THAT MIGHT IMPAIR JUDGEMENT OR PHYSICAL CAPABILITY. IF YOU ARRIVE FOR YOUR SCHEDULED TOUR AND OUR STAFF BELIEVES YOU ARE UNDER THE INFLUENCE OF SUCH, YOU WILL NOT BE PERMITTED TO PARTICIPATE AND NO REFUND WILL BE GIVEN.

I understand that the risks and dangers of participation may arise from foreseeable or unforeseeable causes including but not limited to negligence of the Released Parties, negligence of others, my own negligence, accidents, the forces of nature and other causes.
In recognition of the risks, which I am assuming by voluntarily participating in these activities, I hereby give HAWAIIAN FALLS, their agents and employees permission to treat me and to authorize medical treatment of me in the case of an emergency or accident.

I EXPRESSLY RELEASE AND AGREE NOT TO SUE THE RELEASED PARTIES FOR ANY INJURY OR DAMAGES OF ANY KIND WHICH MAY OCCUR AS A RESULT OF THESE OUTDOOR RECREATIONAL ACTIVITIES AND ACTIVITIES ASSOCIATED THEREWITH AND ANY RESULTING MEDICAL TREATMENT.

CAUTION!
DO NOT SIGN THIS RELEASE IF YOU DO NOT AGREE WITH OR DO NOT UNDERSTAND ITS TERMS

You need to understand that your involvement and participation in these activities is voluntary. You have the right and you must notify us if you do not want to participate in any or all of the activities. Do not allow your friends or other participants to influence your decision to participate or not participate. If at any time you are unsure, frightened, or unable to proceed please notify HAWAIIAN FALLS staff at once and we will assist you in coming off the course.

Remember! These are voluntary activities and it is your decision to participate or not.

I HAVE READ THIS PARTICIPANT AGREEMENT, RELEASE OF LIABILITY AND ACKNOWLEDGEMENT OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT AND INTEND MY SIGNATURE TO COMPLETELY AND UNCONDITIONALLY RELEASE ALL OF MY CLAIMS TO THE GREATEST EXTENT ALLOWED BY LAW

_________________________________  ________________________________  _________
Signature of Adult Participant       Printed Name of Adult Participant        Date

FOR PARTICIPANTS OF MINORITY AGE (Under 18 years of age): This is to certify that I, as Parent, Guardian, or Temporary Guardian with legal responsibility for this Minor Participant do consent and agree not only to his/her release of the Released Parties to the extent permitted by law, but also to release, protect, indemnify and defend the Released Parties from any and all liabilities incident to his/her involvement in these activities for myself, my heirs, assigns, and next of kin, even if it alleged or proven that Released Parties were negligent or otherwise caused injury of death to this minor child.

________________________________    ____________    _________
Printed Name of Minor Participant     Age of Minor         Date