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| **4079 Hwy 79 NorthCarthage, TX 75633903-720-6149www.billybobszipline.com** |

 BILLY BOB’S ZIPLINES

 VISITOR AGREEMENT

(Including assumption of risks and agreements of release and indemnity )

Please read this document carefully. It must be signed by all adult (eighteen years and older) visitors to the premises of Billy Bob’s Ziplines, owned and operated by Billy Bob’s Ziplines, LLC, a Texas Limited Liability Company (“the Company”). “Visitor” or “Visitors” as used in this agreement refers to persons engaged in the activities of the Company or who are otherwise on the premises of the Company for any reason. If the Visitor is a minor, at least one parent or legally appointed guardian (parent and guardian being referred to in this document as “Parent”) must sign, as evidence of their agreement to these terms and conditions, for themselves and, to the maximum extent allowed by law, on behalf of the minor Visitor.

In consideration of the services of the Company, I, an adult Visitor, or parent of a minor Visitor, acknowledge and agree as follows:

 **Activities and Risks**

The Company operates on leased land (referred to sometimes in this agreement as “the premises”), which includes a parking area, a facility for admission and orientation, the ziplines and related platforms, and other structures and equipment. Zipline activities require balance, agility, focus and moderate strength. Participants in zipline activities must weigh between 75 and 250 pounds, and be no taller than 6 feet 4 inches. Children under the age of 12 must be accompanied by an adult who will be available to assist the child if needed. Visitors will receive an orientation to the use of protective gear and to the use of the ziplines, including braking, and other aspects of moving over the lines and from platform to platform. The safety harness must not be removed or loosened for any reason while the participant is off the ground and, if removed for any reason, must be checked by Company staff prior to any further activity on a platform or line. Zipline participants and other Visitors must read and understand the Company’s safety and other instructions, and understand and accept the risks of ziplining and being on the premises. Because of terrain hazards, including unstable ground and precipitous drop-offs, Visitors must not move to or about areas of the premises unless specifically authorized by staff to do so. Company staff may deny or terminate participation or remove Visitors from the premises at any time, in their sole discretion.

Among the hazards and risks of the activities and use of the premises and equipment are the following: moving over sometimes uneven terrain and possible encounters with plants and animals which might cause harm; falls and abrupt and possibly harmful contact with other persons, structures and objects; carelessness and misjudgements of other Visitors and Company staff, including by failing to follow proper procedures, instructions and operating policies; the failure of structures and equipment; and the forces of nature. Visitors may experience symptoms of anxiety and stress due to, among other things, heights, physical exertion and reliance on others. Visitors who may require transportation on the premises by Company vehicles will be exposed to the risks of collisions and other accidents associated with such transportation. Injuries may include breaks, sprains, strains, bruises and other trauma and in extreme cases even death. These risks are inherent; that is, without them the experience would materially change and lose its value and appeal. The description of risks above is not complete and other unknown or unanticipated risks, inherent and otherwise, may be encountered.

 **Assumption of Risks**

I hereby acknowledge the risks described above and their inherency, and understand that other risks, inherent and otherwise, may be encountered. I expressly assume all the risks of the zipline and related activities, and otherwise being on and moving about the premises, inherent or not, and whether or not described above. If I am the Parent of a minor Visitor, I have discussed the activities and risks with the minor child, who understands and accepts them.

 **Release and Indemnity**

**If I am an adult Visitor or Parent (for myself and, to the fullest extent allowed by the laws of the State of Texas, on behalf of a minor Visitor who is my child or ward) I agree to release and not to sue Billy Bob’s Ziplines, LLC and its owners, managers members, officers and staff, and the owner or owners of the land on which the Company operates (“Released Parties”) with respect to any and all claims of injury, disability, death, or other loss or damage to person or property suffered by me (or by the child) related in any way to my (or the child’s) participation in zipline activities or otherwise being on and moving about the premises or the use of the Company’s facilities or equipment. In addition, I agree to indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorney’s fees) Released Parties from any claim of injury, disability, death, or other loss or damage to person or property, brought by me or by or on behalf of the child, a co-participant in the activities, a rescuer, a member of my, or the minor child’s, family, or any other person, for a loss suffered by me or the child, or caused by me or the child, related in any way to my (or the child’s) participation in zipline activities or otherwise being on and moving about the premises or the use of the Company’s facilities or equipment.**

**These agreements of release and indemnity include loss or damage caused or claimed to be caused in whole or in part by the negligence of a Released Party, but not intentional wrongs or the gross negligence of a Released Party.**

 **Additional Provisions**

I acknowledge and agree to the following additional provisions:

I understand that the Company does not have medical personnel or treatment on site. I authorize and grant permission to the Company to obtain emergency medical treatment which it considers necessary for myself, or the minor Visitor. I represent that I, or the minor Visitor, have no medical or health condition which might cause me, him or her to be a danger to ourselves or to others. I agree to be responsible for all costs of medical care, including transportation, for myself or the child. I am, or the child is, covered by adequate medical health insurance to provide for any medical costs that may be incurred.

I consent to the reproduction and use by the Company of photographs, videos and other images and sound recordings of me, or the minor, without compensation, for advertising or other purposes.

I agree that any dispute between a Released Party and a Visitor or Parent will be governed by the substantive laws of the State of Texas (not including laws which might apply the laws of another jurisdiction), and any mediation or suit shall take place only in Panola County, Texas.

For myself and for my minor child or ward, if any, I accept the premises and equipment of the Company “as is”. In making the agreements contained in this document I have not relied on any assurances of safety or other representations of any kind by a representative of the Company.

If any term or provision of this Agreement is held by a court of proper jurisdiction to be illegal, unenforceable or in conflict with any governing law, the validity of the remaining portions of the Agreement shall not be affected thereby.

Visitor’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Birth Date\_\_\_\_\_\_\_\_\_

 Adult Visitor’s Signature : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Parent or Guardian Signature (if Visitor is a minor):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

 Address of adult Visitor or Parent:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Telephone: Cell \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Email Address (optional) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Emergency Contact:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Telephone:\_\_\_\_\_\_\_\_\_\_\_\_