

Cypress Valley Canopy Tours
1223 Paleface Ranch Road, Spicewood, TX 78669
512-264-8880

Canopy Tour Participant Agreement, including Assumption of Risks and
Agreements of Release and Indemnification

This form must be read, understood, and signed by all Participants, adults and minors (persons under 18 years of age) AND by a parent or guardian (each referred to as “Parent”) of a minor Participant. Parent signs for himself or herself and on behalf of the minor child. No applicant may participate in a canopy tour program or use the lake provided by Cypress Valley Canopy Tours (“Provider”) unless these signatures are provided. The parties to this agreement are Z-Lab, Inc., doing business as Cypress Valley Canopy Tours of Spicewood, Texas (“Provider”) and the persons signing below (“Participant” and “Parent”).

Description of Activities: The Cypress Valley Canopy Tours programs provide opportunities for environmental education and adventure recreation. The following elements are included in the tours:

1. **Zip Lines.** High cable traverses using safety harnesses and associated hardware. Riders zip through the upper forest canopy and are challenged to grapple with such issues as the difficulty of taking first steps, confronting a fear of heights, and the risks of accepting new challenges.
2. **Sky Bridges.** Walkways high up in the forest canopy consisting of planking supported by dual steel cables and cable handrails. Participants wear safety harnesses attached to safety lanyards clipped in to overhead steel cables.
3. **High Ropes Course Elements.** A challenging obstacle course high up in the forest canopy. Participants wear safety harnesses attached to safety lanyards clipped in to overhead steel cables. High Ropes Course elements invites participants to test their emotional and physical limits, and the experience usually provides dividends in the form of greater self-confidence and self-respect.
4. **Swimming and Water Activities.** Swimming in a reservoir with opportunities to participate in a rope swing or releasable zip line that drop participants into the water. Activities are at your risk. No lifeguard is provided.
5. **Tree House:** Overnight stay in furnished tree house with walking bridge access to ravine bluff for restrooms and shower facilities. There are no visiting privileges and no leaving the premises until checking out. Tree house is a screened-in structure approximately 40 feet off the ravine floor with a railing around the platform

Tour groups will generally be limited to groups of five to seven participants accompanied by two guides. The tour through the forest canopy will be led by staff trained to guide participants toward their desired educational and recreational outcomes. All equipment will be fitted and checked by staff, progress throughout the tour will be closely monitored by guides, and all equipment transfers will be performed by guides or by participants under close supervision of a guide. Participants must be reasonably fit and able to control the speed of their travel along the zip lines by grasping the cables with leather gloves. 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). Those who elect to traverse the High Ropes Course elements must be prepared to accept a high degree of physical and emotional challenge on obstacles that will test their strength, stamina, and courage.

Medical Concerns: The Canopy Tour is designed for use by participants of average mobility and strength who are in reasonably good health. The Canopy Challenge option requires a higher level of fitness. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, arthritis, tendonitis, and other joint and musculo-skeletal problems may all impair the safety and well being of participants on the courses, as may other medical and psychological and psychiatric problems. All such conditions may increase the inherent risks of the experience and cause the Participant to be a danger to himself or others. Participants with underlying medical problems that put them at greater risk of injury or illness during a canopy tour must carefully consider those risks before choosing to participate, and they must fully inform tour staff *in writing* prior to the beginning of the tour. Provider reserves the right to exclude any applicant from participation, for medical, safety, or other reasons.

Inherent and Other Risks: Serious injuries are uncommon in canopy tours and High Ropes programs, but the risk of injury certainly exists, by reason of falls, contact with other participants and fixed objects, moving about the grounds on which the activities are initiated and conducted, and otherwise. A number of risks are inherent to the activities. These are risks that cannot be eliminated without changing the essential nature and educational and other values of the activities. The emotional risks range from simple hurt feelings to panic and psychological trauma (fear of heights, for example). The physical risks range from small scrapes and bruises to bites and stings, broken bones, sprains, neurological damage, and, in extraordinary cases, even death, including by drowning. The property on which the tour and lake are located includes rocky and wooded terrain, cliffs, ravines and creek beds, with potentially harmful plants and animals, including snakes and other creatures which may bite or sting. Injuries may be a natural consequence of the activity undertaken, a consequence of structural design or failure, as a result of environmental hazards (including terrain and weather), a result of errors of judgment or other negligence of staff or participants, or otherwise; and may occur in spite of the reasonable efforts of staff to prevent them. In all such cases, these inherent risks, and other risks which may not be inherent, must be accepted by those who choose to participate

In consideration of the canopy tour program which I and my group have contracted for with Provider, and/or the use of the lake and its facilities, I(we) the undersigned Participant(s), and the Parent of a minor Participant (for himself or herself and on behalf of the minor participant), agree as follows:

1. I understand the nature of the activities that Participant will be engaging in as described above.
2. I understand that there are risks of injury and death associated with these activities.
3. **I acknowledge and voluntarily assume the risks of illness, injury and death associated with these activities, inherent and otherwise, and whether or not described above, including those which may result from the negligent acts or omissions or other participants or staff.**
4. **I hereby release, indemnify and hold harmless Provider, its owners, agents and employees, and the owner or owners of the property on which the tour is conducted (the "Released Parties"), from, and agree not to sue them for, any liability for claims that may arise out of or relate in any way to my or the minor child's enrollment or participation in Provider's programs, including use of the lake and its facilities. The claims hereby released and indemnified include claims of negligence of a released party, but not claims of gross negligence or willful injury.**
5. I accept responsibility for any expenses that may be incurred for any illness or injury that may result from my, or the minor participant's, participation in Provider's programs, 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 Provider's programs, and for all expenses associated with the defense of any such claims. I understand that this indemnification means that I accept responsibility for paying any costs, including attorneys' fees, that may be due for claims made against Provider..
6. Provider reserves the right to use video or other photographic images of Participant for future marketing, educational or other purpose, and Participant (and Parent) hereby consent to such use, without compensation.
7. I agree that the laws of the State of Texas shall govern in this agreement and that the courts with jurisdiction in Travis County shall have jurisdiction in any dispute that may arise between Participant and Provider.
8. I agree that should any part of this Agreement be judged invalid by a court with proper jurisdiction that all other parts not so judged shall nevertheless remain valid and in effect.
9. I have read, fully understand, and hereby agree to the terms of this agreement.

PLEASE PRINT. All Fields are Required.

Address: _____

Phone: (____) _____ E-Mail _____

Please list each participants' name, age and all current or past medical conditions that may affect the safety or well-being of Participant(s) or others: Each participant (or legal guardian of a minor) must sign by their printed name.

Name: _____ **Age** _____ **Signature** _____

Medical Conditions? _____

Name: _____ **Age** _____ **Signature** _____

Medical Conditions? _____

Name: _____ **Age** _____ **Signature** _____

Medical Conditions? _____

Name: _____ **Age** _____ **Signature** _____

Medical Conditions? _____

Company or Group Name (if any) _____ **Date** _____

Provider may refuse admission to its programs or access to the lake and to the recreational Zip Line at the lake to any persons that its owners or agents deem a hazard to themselves or to others. Provider may alter its published or announced requirements for participation in its programs and for use of its property at any time and for any reasons that it may deem appropriate.

Agreement by Parent or Guardian of a MINOR Child (or Children)

I am the parent or guardian of the minor child(ren) whose signature(s) appear on the attached release and whose names are listed below. I have discussed the terms of the above Agreement with my child and am assured by my child that he or she understands the Agreement and has freely accepted its terms. I give my child permission to participate in the canopy tour programs to be provided by Cypress Valley Canopy Tours (“Provider”). My signature below reflects my agreement to fully release the Released Parties, as provided above, from any claim which I may have, and, to the fullest extent allowed by law, to release such persons on behalf of my child(ren), for any claim the child(ren) may have. I further agree to indemnify the Released Parties, to the maximum extent allowed by law, for any claims of the child(ren), or of any member of my or the child(ren)’s family, arising from the child(ren)’s enrollment or participation of the activities of the Provider. **These agreements of release and indemnity include claims of negligence, but not gross negligence or intentionally wrong conduct.**

Signature _____ Date _____

Printed Name _____ Relationship _____

Names of Children:
