

**WOODLOCH PINES, INC.**  
**ACKNOWLEDGMENT OF RISKS & HAZARDS**  
**LIABILITY RELEASE & AGREEMENT NOT TO SUE**

Accepted By: \_\_\_\_\_ WPI Staff Member      Date: \_\_\_\_\_

Participant's Name (Printed) \_\_\_\_\_      DOB: \_\_\_\_\_

Home Phone: \_\_\_\_\_      Work Phone: \_\_\_\_\_      Room # \_\_\_\_\_

Address: \_\_\_\_\_

Are you pregnant? \_\_\_\_\_      Do you have any back, spinal or neck injuries? \_\_\_\_\_

Do you have any medical conditions we should be aware of (If so, what are they?)  
\_\_\_\_\_

**NOTICE: This is legally binding contract. This release and waiver affects your legal rights. Please read it very carefully and understand it before you sign.**

**1. I RECOGNIZE AND ACKNOWLEDGE THAT THERE ARE EXTREME RISKS INHERENT IN ZIPLINING.** The same factors that contribute to enjoying an activity may also result in damages, injury, illness or, in certain cases, serious injury or even death. Having acknowledged that such risks exist, I hereby specifically accept and assume all risks, including the following specific risks, that may arise by participating in the Woodloch Pines, Inc. Zip-line Activity (the "Activity"): (a) my participation in the Activity may result in accidents, injury, serious injury and/or death; (b) during the Activity, I may experience fatigue, extreme heat, chill and/or dizziness which may diminish my reaction time and that of others and may therefore increase the risk of accident; (c) changing weather, fog, rain, sleet, snow, and/or other conditions, slippery trails and/or roads and erosion through or near which I will be walking and/or traveling, my own inability to properly participate in the Activity or to follow rules and directions concerning the Activity and unforeseeable events may all contribute to the chances of accident, injury, serious injury and/or death. **I VOLUNTARILY ASSUME ALL SUCH RISKS WITH FULL KNOWLEDGE AND APPRECIATION OF THE DANGERS AND RISKS INVOLVED.** \_\_\_\_\_ (INITIAL)

**2. I voluntarily agree to assume all risk of personal injury including but not limited to: head injury, back injury, spinal injury, broken bones, sprains, strains, dislocations, lacerations, abrasions, rope burns, acceleration or deceleration injuries, paraplegia, quadriplegia and death which may occur while I am participating in this Activity, any even or program, whether or not under the super vision of Woodloch Pines, Inc. personnel. I hereby knowingly and intentionally waive and release, and agree to indemnify, hold harmless and defend Woodloch Pines, Inc., their owners, directors, officers, managers, employees, representatives, Zip-line designers and builders, hold manufacturers and agents from any liability WHATSOEVER, including injury, death, loss of property, expenses, Woodloch Pines, Inc. costs of defense and Woodloch Pines, Inc. attorney fees, resulting from my participation in the Activity and/or any lawsuit or litigation resulting from my participation in the Activity. This release shall be effective even though said loss, damage, or injury results or has resulted from the negligence, wrongful acts, omissions, breach of warranty or strict tort liability of Woodloch Pines, Inc. or other parties released.** \_\_\_\_\_ (INITIAL)

**3. I am in good health and have no physical limitations which would affect my safe use of the facilities and this Activity. I agree to pay attention to the state of all equipment I may use, and to advise staff members if I do any damage or notice damage. I certify that I have read the posted rules and guidelines and agree to abide by these rules and any future rules, and if any staff makes a specific request or instruction to me, I agree to comply.** \_\_\_\_\_ (INITIAL)

**4. I verify that I am at least 13 years of age and my weight does not exceed the maximum weight limit of 280 LBS. which is the limit recommended for safety on the Zip-line.** \_\_\_\_\_ (INITIAL)

**5. I understand that personal possession, i.e., cell phones, keys, change, glasses, etc., shall be removed from my person prior to participation and that Woodloch Pines, Inc. is not responsible for the loss, theft, damage or breakage of those possessions. Woodloch Pines, Inc. is not responsible for injury resulting from falling objects from Zip-line or other riders.** \_\_\_\_\_ (INITIAL)

6. I understand and agree that Woodloch Pines, Inc. reserves the right to refuse to permit me to participate in the Activity, and that the Woodloch Pines, Inc. staff may terminate my participation in the Activity if it believes me to be incapable of following the instructions or meeting the safety requirements or the rigors of participating in the Activity. I hereby release Woodloch Pines, Inc., its members, and its employees from any liability if I am prevented from participating in the Activity for any reason. \_\_\_\_\_ (INITIAL)

7. I hereby confirm that I am at least eighteen years of age or my legal guardian has read this Release and has taken all responsibility for my participation in the Activity, that I am physically and mentally capable of participating in the Activity, that I will comply with all of the instructions and safety requirements for participating in the Activity, that I am capable of using the equipment provided to me by Woodloch Pines, Inc., and that I am participating in the Activity voluntarily and of my own free will. I acknowledge that I will be required to listen to and follow rules and guidelines for participating in the Activity, including but not limited to the following:

I will abide by all instructions provided to me by Woodloch Pines, Inc., and their staff.

I will not make any adjustments to my equipment without the assistance of a Woodloch Pines, Inc. employee and I agree that all adjustments will be made by or with a Woodloch Pines, Inc. staff member present, and I will notify staff of any concerns about fit or adjustment of equipment.

I will not intentionally flip myself over or invert myself while on the Zip-line or activity.

\_\_\_\_\_ (INITIAL)

8. I hereby agree to assume full responsibility for myself and anyone else over whom I am legal guardian, for bodily injury, death, or damages incurred as result of my participation in the Activity. I further agree to pay for any and all damages incurred to Woodloch Pines, Inc., its guests and staff as a result of my participation. \_\_\_\_\_ (INITIAL)

9. I understand that this release is a CONTRACT; and, I expressly state that I have read, understand, and am familiar with its provisions and that I sign it of my own free will.

\_\_\_\_\_ (INITIAL)

10. I hereby agree and confirm that the venue of any claim, action, or dispute arising under this agreement and Release, or as a result of my participation in the Activity, shall be Pike County, Pennsylvania.

\_\_\_\_\_ (INITIAL)

I read, I understand and I accept the terms and conditions of this release and waiver.

Participant's Signature \_\_\_\_\_

**TO BE READ AND SIGNED BY PARENT/GUARDIAN OF MINOR:** I hereby state that I am the parent or guardian of the minor listed above. I represent that I have complete and absolute authority to legally act on behalf of the minor. I am familiar with and consent to the terms and provisions set forth in this Release and understand that RELEASEES relies to its detriment upon this representation and would not otherwise allow the minor to participate. I agree to indemnify and hold harmless RELEASEES from any and all claims which are brought by, or on behalf of the minor, and which are in any way connected with the participation of the minor.

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Printed Name

Address (if different from above) \_\_\_\_\_

\_\_\_\_\_  
Date