

RELEASE FROM LIABILITY

Read Carefully Before Signing

I, _____, residing at _____, hereby acknowledge that I have
(NAME) (CITY, STATE)
voluntarily agreed to be a participant in Soaring® America Tree Top Adventures, located at Tall Timber Resort, La Plata County, Colorado (referred herein as "Tree Top Adventure"), on _____, 20____. My participation in the Tree Top Adventure is for recreational purposes only.

I AM AWARE THAT PARTICIPATION IN THE TREE TOP ADVENTURE, INCLUDING, BUT NOT LIMITED TO RAPPELING, HIKING, CLIMBING AND SWINGING WITH THE USE OF CABLES, HARNESSSES AND ROPES IS A HAZARDOUS ACTIVITY AND PARTICIPATION IN SUCH HAZARDOUS ACTIVITY CAN RESULT IN SERIOUS INJURY OR DEATH.

I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH AND TO EXERCISE EXTREME CAUTION.

_____ (Upon agreement of the above terms, place initials here.)

For the valuable consideration of being permitted to be a participant in the Tree Top Adventure, I, and each of my heirs, legatees, personal representatives, guardians, conservators, agents, successors and assigns, release Soaring America®, a Colorado limited liability company, and its members, employees, insurers, agents, volunteers, successors and assigns, and Petzl America, Inc., Petzl SAS, Tall Timber Inc., Beggrow Enterprises, Patricia Gates, D&SNGRR, Strater Hotel, Rochester Hotel, Gateway Reservations, West Peak Destinations, Durango Mountain Resort, and any of their subsidiaries, respective members, shareholders, directors, officers, (collectively the "Company") from any and all liability, claims, demands, actions, causes of action, claims of relief, or injuries related to or arising from my being a participant in the Tree Top Adventure or my presence on the Company's facilities. I, and each of my heirs, legatees, personal representatives, guardians, agents, conservators, successors and assigns, agree: a) not to make a claim against or sue the Company or attach property of the Company; b) to waive any and all claims against the Company; and c) to defend, indemnify and hold harmless the Company for injury, death, or property damage caused by, resulting from or in any way related to my being a participant in the Tree Top Adventure as described above and/or otherwise resulting from my presence at the Company's facility, *whether such injury, death or property damage was caused by the negligence of the Company or Company's staff.* In the event I take any legal action against the Company which is contrary to the terms of this Release, I agree to be responsible for all attorneys' fees and costs the Company incurs in such legal action.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I am aware that:

- equipment could fail; cables may slip and/or break; harnesses could slip or break;
- I may slip while climbing a ladder; I may get knocked off a ladder; I may miss a rung;
- I may fall from a height as high as 100 feet, resulting in broken bones, other injuries or death;
- I may slam into a platform or miss the platform, resulting in injury and/or events leading to injury or death;
- I may not be securely fastened by the Sky Ranger and may fall, resulting in injury or death;
- I may collide with another participant or a Sky Ranger on the platform or on the cables, which may result in risks of death, paralysis, or serious injury;
- I may re-injure a previous injury;
- I may become sick from the swinging motion resulting in nausea, vomiting, dizziness, or other illness.

I UNDERSTAND THAT IF I CHOOSE NOT TO PARTICIPATE IN SOARING® BASED ON THE GUIDELINES OF THIS WAIVER, THAT I WILL NOT SIGN THIS RELEASE AND I WILL NOT PUT ON THE SOARING® EQUIPMENT. I WILL RECEIVE A REFUND AND NOT GO SOARING® BUT I WILL BECOME A DAY GUEST AT THE DAY GUEST RATE, AND I MUST NOTIFY THE STAFF IMMEDIATELY OF MY DECISION.

I UNDERSTAND THAT THIS IS A RELEASE OF LIABILITY AND AN INDEMNIFICATION BETWEEN MYSELF AND THE COMPANY; I HAVE SIGNED IT AND AM PARTICIPATING OF MY OWN FREE WILL.

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DATED: _____, 20____.

Signature

Print Name

Address

City, State, Zip Code

Email

SOARING AMERICA[®], LLC CANOPY TOUR

RULES AND POLICIES

YOUR SAFETY IS OUR NUMBER ONE PRIORITY!

- Soaring America[®], LLC Canopy Tour is an uninsured activity and participation is at your own risk. While participating in the Tour you must make all of your own decisions.
- Persons under the influence of alcohol or illegal drugs or substances cannot participate in the Tour and will be ejected from the property without a refund.
- Children must weigh a minimum of 50 pounds and must be able to participate and make decisions independent from their parent or guardian. Participants may not weigh more than 265 pounds.
- Participants under the age of 18 will need to provide an original copy of a waiver signed by their parent with a photocopy of their parent's driver's license.
- Closed-toed shoes are required to participate in the Tour. Hard-soled, hiking or work boots are recommended. No open-toed shoes or sandals will be permitted. Long pants, collared shirts, rain gear and light jackets are recommended. Long hair must be worn or tied back in a clip or ponytail to prevent from being caught in equipment.
- While participating in the Tour, both hands must be free at all times. There are coin-op lockers for storage at the facility for your personal belongings. Soaring America[®], LLC is not responsible for lost or stolen property.
- Smoking and cell phones are strictly prohibited.
- You are responsible for your own safety. If you have problems with your ability to perform any portion of the Tour activities, you are responsible for asking for assistance. If you cannot perform any tour activity, you are responsible for stopping your activity and informing your Soaring guide that you cannot proceed.
- You are responsible for your equipment. If you have problems with your equipment or witness other guests potentially creating an unsafe situation with their equipment, you are responsible for reporting the incident to any Soaring[®] staff member immediately.
- Follow all rules and instructions regarding the use of equipment. If engaging in any unsafe activity or behavior as determined in the sole discretion of your Soaring[®] Sky Ranger[™] (guide), you will be removed from the trees and potentially be evicted from the property.
- You must be physically fit to participate in the Tour. You must be able to perform the following activities: walk up and down hills, climb up and down ladders, fit into a harness, have reasonable arm and leg strength, and stand and swing 100 feet in the air without passing out, vomiting, becoming seriously ill or hyperventilating.
- Any time while at Soaring[®] Tree Top Adventures, Soaring[®] Management reserves the right to disallow you to participate in Soaring[®] Canopy Tours if Management deems you unfit to participate due to the stated guidelines or due to your physical limitations or undisclosed physical health reasons, with no refunds, credits, or exchanges.
- While at Soaring[®], if you or your minor opts not to participate in some or all of the Soaring[®] course, there are no refunds, credits, or exchanges. If a minor opts not to participate and requires supervision on the premises, it is the parent's/legal guardian's responsibility to attend to the minor. There will be no refunds, credits, or exchanges for that parent or legal guardian.
- Please read the Release From Liability and Indemnification Agreement. This Release of Liability and Indemnification Agreement must be signed and provided to us before starting the activity.

I hereby acknowledge receipt of these rules and policies and agree to the terms of all rules and policies.

This document is owned by Soaring America[®], LLC. Copying of this document in whole or in part without express written permission from Soaring America[®] violates copyright laws.

Signature: _____ Date: _____

I hereby authorize Soaring America[®], LLC to use my name and photographs in any newspapers, radio, TV, Soaring[®] documents, or other marketing and/or public relations activities: _____ YES _____ NO