

**RELEASE, EXPRESS ASSUMPTION OF RISKS, CONSENT, WAIVER INDEMNITY &
AGREEMENT**

**READ CAREFULLY THESE IMPORTANT CONDITIONS FOR PARTICIPATION
THAT AFFECT**

YOUR RIGHTS & OUR LIABILITY

(Initial and sign below to confirm your agreement)

In consideration for the opportunity to participate in the adventure recreational services, consisting of cables, lanyards, harnesses, pulleys and elevated walkways and platforms provided by Shawnee Bluffs Canopy Tour, Inc. d/b/a Shawnee Bluffs Canopy Tour, I, the undersigned participant, hereby acknowledge and agree:

___ I understand that, although uncommon, risks of serious injuries, illness or death always exist and cannot be eliminated in adventure recreational activities such as these due to falls, to contact with objects, other persons or the environment, or to moving and motion from being transported in the activities; and that there can be risks of emotional or psychological injury or distress, resulting from personal touching, whether necessary, unwelcome or inadvertent, in the preparation for participation, as well as a range of emotions from simple hurt feelings to panic or psychological trauma (such as fear of heights).

___ I expressly hereby assume the risk of such injury, illness or death, that may occur as a result of my participation in the activities, whether resulting from the negligence of any party, including myself, and also even negligence on the part of Shawnee Bluffs Canopy Tour, its respective employees, officers, directors, stock holders, agents, successors-in-interest and assigns (Released Parties) themselves, whether passive or active.

___ I represent and agree that I am in reasonably good health and physical condition, weigh not less than 50 lbs nor more than 270 lbs, am appropriately dressed, am not pregnant, have no existing injuries or limitations, have no musculoskeletal disorders, have no heart condition or condition of hemophilia, do not have epilepsy or other seizure disorders, and am not under the influence of alcohol, or any drug, prescription or illegal, or any other substance that would affect or impair my judgment, in order to participate in the adventure recreational activities provided by Shawnee Bluffs Canopy Tour.

___ I hereby waive and release, discharge, and covenant not to sue, forever, Released Parties, for any claims of liability against them, arising directly or indirectly out of my choice to participate in the recreational activities provided, whether for any injury, death, loss, or other damages to myself, my family, my heirs, or my assigns, and representatives.

___ By signing this Release, Express Assumption of Risks, Consent, Waiver & Indemnity

Agreements, I hereby acknowledge that I understand the conditions stated in it, and that my participation in the recreational activities provided is solely based on those conditions and my agreement to them.

___ I agree to save, defend, indemnify and hold harmless (i.e. defend and pay, including costs and attorneys fees, including appellate proceedings) Released Parties from any claim or lawsuit by me or anyone purporting to act on my behalf, my family, my estate, my heirs or my assigns for damage, injury, or death, arising directly or indirectly out of my choice to participate in the activities provided.

___ I intend that this Agreement be enforceable to the fullest extent provided by law, and in the event that any of the terms set forth in this Agreement or any word, phrase, clause, sentence (including without limitation any geographic, temporal or participatory restrictions), part, or provision should be found to be illegal, void or unenforceable for any reason, such word, phrase, clause, sentence, part or provision shall be modified or deleted in such manner as otherwise required, and to extend the fullest effects, rights, duties, and protections under this Agreement, as so modified, so that the validity of the remaining words, phrases, clauses, sentences, parts and provisions shall not be affected thereby and shall be deemed, interpreted, and enforced as being severable and independent from such illegal, void, or unenforceable provisions, and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement and all other valid provisions shall survive and continue to bind the parties, and be interpreted and enforced, as if such illegal void, or unenforceable provisions were never a part of this Agreement.

___ This Agreement shall be interpreted and enforced according to the laws of the State of Illinois, notwithstanding the choice-of-law rules or conflicts of laws principles of this State, or of any other state, territory, province, or nation; and any claim or action relating to, or arising out of, this Agreement may be brought only in a court located in, or comprising, Union County; and only after participation in a pre-suit mediation conference, which is a prerequisite condition to bringing suit.

___ I agree to follow and comply with all conditions, rules and directions by Released Parties and that failure to do so is reasonable basis to be excluded from participation in the recreational activities provided.

___ The information below evidences that I am of lawful age and legally competent to agree to and sign this Agreement, and I have read and fully understand it, and knowingly and voluntarily sign it.

Please Print Clearly:

Full Name _____

Date of Birth _____

Address _____ City _____

State _____ Zip _____

Age _____ Height _____ Feet _____ Inches

Weight _____ Telephone _____ Email _____

Today's Date _____

Participant Signature _____

I agree to allow Shawnee Bluffs Canopy Tour to use my picture in their advertising and social media.

Signature _____