



VOLUNTARY PARTICIPATION AGREEMENT AND PARTICIPANT REQUIREMENTS

THIS IS A LEGALLY BINDING AGREEMENT - PLEASE READ CAREFULLY

By signing this agreement you are giving up important rights including the ability to bring a court action to recover damages or obtain any other remedy for any injury to yourself or your property or for your death however caused out of your participation in this activity offered to you by San Diego Imperial Council Scouting America and/or its affiliated organizations.

REQUIREMENTS

In order to participate in this activity:
Participants must be 11 years old, weigh not less than 50 pounds, and not more than 250 pounds.
Participants must be wearing appropriate, non-revealing, and sturdy, closed-toed shoes.
Minors under the age of eighteen (18) must have a parent or legal guardian sign this form in acknowledgement of and adherence to these requirements. Participants must listen, follow, and obey facilitator instructions at all times.

RESTRICTIONS

You may not participate in this activity if you are:
Chewing gum, eating or have anything else in your mouth that may become lodged in your throat.
Pregnant, think you may be or are not less than Six (6) weeks postpartum.
Under the influence of drugs or alcohol.
Wearing a dress, skirt, short shorts, revealing or inappropriate clothing.
All participants must ride in an upright position.
ABSOLUTELY NO RIDING UPSIDE DOWN.

RECOMMENDATIONS

If you have any of the following conditions, we strongly recommend You consult your physician prior to participation. Heart disease or any cardiac condition, hemophilia or taking any blood thinning medication, epilepsy, asthma, diabetes (insulin dependent) severe allergic reactions, kidney disease or replacement, severe recent reoccurring or existing injuries may require immediate medical attention. We recommend that you remove loose or dangling jewelry body piercings unsecured personal electronics and tie back and secure long hair.

VOLUNTARY PARTICIPATION. I, the undersigned participant acknowledge the participation in this activity is one hundred (100%) voluntary and that by signing this agreement, I am applying to participate in physically/mentally stressful and hazardous activity offered by San Diego Imperial Council. If signing as a parent/guardian, I acknowledge and confirm that I have explained these terms to my applying minor participant and that both of us understand the voluntary and hazardous nature of this activity.

ASSUMPTION AND ASSUMPTION OF RISKS. I understand that physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care and precautions taken to avoid injuries and mitigate risk. This zipline program presented by the San Diego Imperial Council consists of, but is not limited to, activity involving walking, climbing, balancing, turning, twisting, bending, swinging, and bodily contact with other persons and/or equipment. Participants will ascend to heights more than twenty (20) feet above the ground which may cause physical, mental, or potential hazards and risks associated with this activity

and the use of its equipment and facility are falls, collisions, abrupt and potentially harmful contact with structures, objects and persons, failure of structures or equipment, unpredictable forces of nature and injuries associated with employee, volunteer, participant, or other human error. Injuries associated with participation may include, but are not limited to, scratches, bruises, sprains, strains, breaks, and in extreme cases, emotional upset, anxiety and even paralysis or death. I acknowledge that it is impossible for the San Diego Imperial Councils' staff or affiliates to foresee and warn me of every conceivable risk.

RELEASE/INDEMNIFICATION AND COVENANT NOT TO SUE/HOLD HARMLESS. I, the undersigned, understand that the San Diego Imperial Council does not review my health information to determine if I am in good health to participate in this activity. I hereby certify that I am physically fit and able to participate in this zip line program. I agree to assume all risks and responsibility for my own conduct, health, safety, and property while participating in this activity. I agree, on behalf of myself, my assigns, executors, and heirs, to RELEASE, INDEMNIFY, and HOLD HARMLESS San Diego Imperial Council Scouting America, its owner, officers, employees, agents and associates from any and all liability, damage, or claim of any kind arising out of or in any way relating to my participation in this San Diego Imperial Council program. I understand that the San Diego Imperial Council, nor its affiliates provide any accident or medical insurance and that I am required to provide my own accident and medical insurance. I hereby agree that I am financially responsible for all such expenses.

SEVERABILITY. The undersigned further expressly agrees that this agreement is intended to be as broad and inclusive as is permitted by the law of the state in which it is signed and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, the continued in full legal force and effect.

ADDITIONAL PROVISIONS. I, an adult provisional participant or the parent/guardian of a minor participant, authorize San Diego Imperial Council to provide or obtain for me such medical care as it considers necessary and appropriate, and agree to pay all costs associated with such care and transportation.

Any dispute between a Released Party and participant or parent/guardian will be governed by the laws of the State of California, and any mediation or suit shall take place only in the state in the County of San Diego.

I, on behalf of myself and any minor child, hereby give my permission and consent to the taking of photographs, video, or other media and agree that such material may be published and otherwise used by the San Diego Imperial Council or its affiliates for purposes it deems appropriate without compensation to me or the child/minor.

RIGHT TO DISMISS. San Diego Imperial Council reserves the right to dismiss, at any time, anyone, group or party from this activity, especially in the event of behavior that is considered by San Diego Imperial Council to be detrimental or hazardous to the zip line program.

ACKNOWLEDGEMENT OF UNDERSTANDING. I, the undersigned, have carefully read this agreement and all of its parts IN FULL, have considered and fully understand its terms. These terms cannot be amended or augmented unless submitted in writing and agreed upon by the San Diego Imperial Council. I further understand that I am giving up substantial rights,

including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by the law.

Please check the box that applies:

- ☐ I state that I am of lawful age (at least 18 years old) and am legally competent to sign this agreement form.
- ☐ I state that I am a minor, and understand this agreement needs to be signed by my parent or legal guardian.

I attest that I have read and fully understand the above acknowledgement of risk, release/indemnification and covenant not to sue/hold harmless. I have signed this document of my own free will and agreed to the terms it outlines.

I certify that I, the participant, am _____ years of age and weight _____ pounds.

Participant Signature

Participant Name (Print)

Today's Date

**Parent/Legal Guardian
Signature**

**Parent/Legal Guardian
Name (Print)**

Today's Date

In the event of an emergency please contact:

Emergency Contact Name

Relationship

Phone Number