

# BUFFALO RIVER CANOPY TOUR

## RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of being allowed to participate in the BUFFALO RIVER CANOPY TOUR, operated by Buffalo Outdoor Center, near the Buffalo National River as a tree canopy tour (the "Activity"), I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in the Activity, which involves travel on Zip Lines; Sky Bridges (walkways high in the forest canopy supported by steel cables); other obstacles (including inclined bridges, rope swings, climbing, rappelling, hiking over uneven terrain) and related activities. I agree to only participate while wearing the protective and safety equipment required, to follow the instructions of the guides and, if I believe it unsafe, to immediately discontinue my participation. I know that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, and damage or loss of personal property which may be caused by my own actions or inactions, by others participating in the Activity, or by the conditions in which the Activity takes place including, but not limited to, the risks of falling; travel through and over rough terrain by foot or other means while participating; the failure or misuse of equipment; the risks that injuries may occur in remote areas without adequate medical facilities; collision with other people or objects; and bites from insects, snakes or animals. I realize that there may be other risks not now known or not readily foreseeable but I fully accept and assume all such risks, whether or not identified above, and I assume all responsibility for injury, loss or damage, which I suffer as a result of my participation.

The Releases identified below may also have been requested to arrange for my participation in activities or services, including lodging or meals, provided by others ("Additional Services") and I acknowledge that the Releases have made no representations whatsoever as to the safety or quality of those Additional Services.

**I HEREBY RELEASE** Buffalo Outdoor Center and any parent, related and/or subsidiary corporations, partnerships, companies and entities; their respective administrators, directors, agents, officers, volunteers, and employees; other participants; sponsors; advertisers; and the owners and lessors of the property on which the Activity takes place (the "Releases") from all liability, claims, demands, losses, costs and damages arising or asserted to arise, directly or indirectly, in whole or in part, from the Activity or the Additional Services whether resulting from negligence or otherwise, including rescue operations, and will indemnify and hold harmless the Releases as to all such matters. I consent the right to use, reproduce, assign, post online and/or distribute photographs and video of said participant, for use in materials they may create, without compensation by Releases of photographs and video recordings made of me or the minor identified below while participating in the Activity or using the Additional Services without compensation and agree that all such materials including negatives are the sole property of the Releases. I agree that the exclusive venue of any suit or claim against the Releases for any reason whatsoever shall be the Circuit Court of Newton County, Arkansas; consent to the jurisdiction of such Court as to any action against me to enforce this Agreement; and agree that this Agreement is to be enforced in accordance with the law of the State of Arkansas.

I have read the foregoing Release, Assumption of Risk And Indemnity Agreement; understand that I will give up substantial rights by signing it; sign it freely and without any inducement or assurance of any nature not stated herein; intend it to be a complete and unconditional release, assumption of risk and indemnity to the greatest extent allowed by law; and agree that if any portion of this Agreement is held invalid the remainder shall continue in full force and effect.

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

### For Internal Use Only

Rate - FP \_\_\_\_\_ GR \_\_\_\_\_ FF \_\_\_\_\_ VIP \_\_\_\_\_ Employee Initial \_\_\_\_\_

## PLEASE READ CAREFULLY

Participants have a duty to act, as would a reasonably prudent person when engaging in recreational activities offered by commercial outfitters and their employees. This and other duties will be explained to you before beginning participation.

1. Do you need to talk to your guide about any matters, including medical conditions or medications, before beginning participation in the Activity? Yes\_\_\_ No\_\_\_
2. Do you have a healing fracture or joint injury? Yes\_\_\_ No\_\_\_
3. Do you have any abdominal organ enlargement? Yes\_\_\_ No\_\_\_
4. Do you have insect allergies? Yes\_\_\_ No\_\_\_
5. Are you pregnant? Yes\_\_\_ No\_\_\_
6. Have you had an organ transplant? Yes\_\_\_ No\_\_\_
7. Do you have asthma? Yes\_\_\_ No\_\_\_
8. Do you fit this weight range – 70 lbs to 250 lbs? Yes\_\_\_ No\_\_\_

If you answered “yes” to questions 2, 3 or 6 you may be at a higher risk when wearing a harness and you should check with your doctor before participating in the tour. If you marked “yes” to 5, you will not be permitted to participate on the tour.

## PLEASE PRINT

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_  
ADDRESS 1: \_\_\_\_\_  
ADDRESS 2: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
DAYTIME PHONE: \_\_\_\_\_ EVENING PHONE: \_\_\_\_\_  
AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_ EMAIL: \_\_\_\_\_

## CONSENT AND ASSUMPTION OF RESPONSIBILITY FOR MINORS

(Required for Participant under the age of 18)

(Minor must also complete Reverse)

I understand the nature of the above Activity, am familiar with the Minor’s experience and capabilities, and believe the Minor to be qualified to participate. I hereby personally accept and undertake, individually and in my own name, all of the obligations stated above specifically including the release, assumption of risk, and hold harmless provisions as to the Releases of all liability, claims, demands, losses and damages suffered or alleged to have been suffered or incurred by the Minor or to others resulting from injury to the Minor.

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

\_\_\_\_\_  
Signature on Behalf of Minor

\_\_\_\_\_  
Relationship to Minor

\_\_\_\_\_  
Date