

MCDERMONT FIELD HOUSE ZIP LINE
CONSENT, WAIVER AND RELEASE OF LIABILITY

I maintain and certify that I am, and/or my child is, in good physical and mental condition, weigh between 65 and 275 pounds, am not pregnant or have a history of back or neck injuries, and qualify to participate in this attraction, and I acknowledge that I have voluntarily applied to participate in this recreational activity.

I am aware that participation in and use of the zip line involves inherent hazards and risks, such as but not limited to physical exertion, fast movement at great heights, and slipping or striking the zip line elements. Although use of a helmet is required, such use does not negate such risks. I am also aware that if I am pregnant, have any of the health conditions, injuries, or history of injuries specified above, or if I fall outside of the minimum or maximum weight requirements, that I should not participate in this activity.

I further understand that in addition to the above-mentioned risks, there are unpredictable dangers involved in this type of activity. Although many before you have participated unscathed, severe injury is possible.

Waiver and Release of Liability and indemnity agreement: In consideration of my or my child's participation in this activity, I voluntarily release and agree to indemnify, protect, defend and hold harmless the McDermont Field House and Sport Center, the City of Lindsay, EBL, or their officers, agents, employees and volunteers from any and all liability for injuries or death, or property damage resulting from or in any way connected with my or my child's participation in this activity, and I understand that this waiver and release is applicable even though the negligent activities of the McDermont Field House and Sport Center, the City of Lindsay, the sponsors, or their officers, agents, employees or volunteers may have caused or contributed to the injury or death or property damage, and this document is binding on my heirs and dependents as well as myself. I freely and voluntarily expressly assume all the risks of participating in this activity. I further agree that if I and/or my child cannot adhere to the rules of participation for this activity, staff shall have the right to ask me to leave and/or discontinue participation in the activity, without refund.

Consent to Medical Treatment: I authorize staff to render first aid and/or call upon Emergency Medical Services, if needed, for my and/or my child's well-being.

Authorization for use of Image and Content: I understand that during my participation in this activity, I or my child may be photographed. I agree to allow photo, video or film likeness of me to be used for any legitimate purpose by the program officials, producers, sponsors, organizers or assigns, including marketing purposes.

Lastly, I agree to accept and abide by the rules and regulations of the zip line and McDermont Field House and Sport Center and the City of Lindsay.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

If participant is not yet of legal age, this Waiver and Release of Liability must be read and agreed to by his/her parent or legal guardian. This waiver expires three (3) months from date of original signature.

Name and Signature/Guardian Signature

Print Name: _____ **DOB:** _____ **Signature:** _____ **Date:** _____

Mailing Address: _____

Print Name: _____ **DOB:** _____ **Signature:** _____ **Date:** _____

Mailing Address: _____

Print Name: _____ **DOB:** _____ **Signature:** _____ **Date:** _____

Mailing Address: _____

Print Name: _____ **DOB:** _____ **Signature:** _____ **Date:** _____

Mailing Address: _____