

LIABILITY RELEASE AND WAIVER:

Zipline Tour

For Staff Use	
Check-In:	
Safety Briefing:	
Tour Guide:	

PLEASE READ THIS DOCUMENT CAREFULLY. THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.

I, the undersigned, understand that as a condition to my participation in the Zipline Tour at Kualoa Ranch, I must take full responsibility for my own safety.

1. Disclosure of Inherent Risks. Participation in the Zipline Tour involves traversing a suspended cable via the use of a safety harness and pulley over varied and rugged terrain. The Zipline Tour also requires participants to walk and hike over rugged terrain and steps leading to platforms. I recognize and acknowledge that there are certain inherent risks and dangers involved in the use of ziplines and participation in this Zipline Tour, including but not limited to risk of possible emotional trauma, injury or death, and understand that the following conditions, hazards, dangers, and inherent risks may exist:

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| <ul style="list-style-type: none">• Equipment malfunctions, failures and defects• Participants may trip, slip or fall on the trails, steps or platforms• Participants may collide with the ground, zipline equipment and/or other people• Falling objects, or losing or damaging personal items• Anxieties or fears associated with heights• Participants may become temporarily stuck on the zipline cables due to windy conditions• Physical activity may cause elevated heart rate and/or stress• Lightning, rain, wind or other adverse weather conditions• Hyperthermia, hypothermia, dehydration or sunburn• Falling from zipline platforms• Unpaved, uneven, wet, muddy, slippery, dusty, and rutted trail conditions, which may make hiking or walking difficult | <ul style="list-style-type: none">• Cutting, pinching or burning of the hands or fingers from grabbing zipline equipment or cables• Pinching or binding of the hands, fingers, extremities, or clothing, and related injuries• Abrasions, pinching, or restricted circulation from safety harnesses• Hanging branches or thorny plants which could contact or injure participants• Stinging or biting insects and spiders• Whiplash or other injuries from ziplining at great speed and stopping quickly• Diseases caused by water, air, or animal vectors• Flash floods• Lack of reliable communication service and nearby medical facilities• May come across livestock, other wildlife, and/or obstructions on the tour route• Rock falls or landslides |
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I further understand and agree that the above listed conditions, hazards, and dangers, constitute inherent risks of the Zipline Tour, as inherent risk is defined in Section 663-1.54, Hawaii Revised Statutes.

2. Voluntary Activity. Knowing that the above-described inherent risks present risks and dangers to myself and my passengers, including a RISK OF SERIOUS BODILY HARM OR DEATH, I nevertheless voluntarily permit myself and/or my child, to engage in the Zipline Tour and assume the risk of injury, death, or damage to myself and or/my child, or destruction of any of my property resulting from the conditions, hazards, and dangers, listed above. The rider assumes full responsibility for participating in the activity with any of the following past or present medical conditions: pregnancy, high blood pressure, respiratory problems, heart conditions, hernia, head/knee/back injuries, recent operation under the care of physicians or any other medical condition(s). It is advised that those currently experiencing the above medical conditions not participate in the Zipline Tour. I voluntarily ASSUME THE RISK OF INJURY OR LOSS related to the inherent risks of the Zipline Tour.

3. Release and Indemnity. With full knowledge of the conditions, hazards, and dangers of the Zipline tour, **I RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS KUALOA RANCH HAWAII, INC. AND ANY AND ALL OF ITS OWNERS, OFFICERS, EMPLOYEES, AGENTS, AND AFFILIATES** (the "Released Parties"), for death or injury to me and/or my child, or damage to or destruction of any of my property resulting from the conditions, hazards, and dangers, listed above.

I, for myself, my heirs, beneficiaries, executors, and administrators, RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS the Released Parties, from any and all claim(s), demand(s), or cause(s) of action on account of myself and/or my child's personal injury or death, or on account of any injury to my property, which may occur from my negligence, the inherent risks of the Zipline Tour, or unforeseeable events that may occur during the Zipline Tour.

I understand and agree that if I am injured or killed, I relinquish all claims against the Released Parties. I understand that this Liability Release and Waiver is a legal binding document and I understand that by signing it, I agree not to sue the Released Parties.

4. Safety and Rules. To further ensure the safety of all participants, I agree to abide by the following:

- Closed toe shoes are required.
- Participants younger than 18 years old must be accompanied by an adult or guardian.
- Participants must comply with the following height and weight requirements for their protection:
 - Must be between 4’8” and 6’9” in height (1.4m – 2.05m).
 - Must weigh between 70 and 280 pounds (32kg – 127kg).
 - Waist size must be between 22” and 50” (55cm – 127cm).
 - Upper thigh size must be between 18” and 28” (45cm – 71cm).
- Participants must properly wear helmets and harnesses at all times during the Zipline Tour.
- No drinking alcohol, smoking or vaping during the Zipline Tour.
- If I feel that I (and/or my child) am not physically able or have not been given necessary instructions to safely participate in the Zipline Tour, I will immediately notify my tour guide and will not participate. By participating in the Zipline Tour, I agree that I (and/or my child) am physically able to safely participate in the Zipline Tour and have been given necessary instructions to safely participate.
- Participants must follow all instructions given by the tour guide(s).

5. Parents/Guardians of Minors. By signing below, I certify that as the parent or guardian with legal responsibility for any minor participant, I hereby consent and agree on behalf of the participant minor, to the acknowledgement of inherent risks, assumption of risk, and release and indemnification of the Released Parties to the same extent as earlier specified.

6. Waiver of Jury Trial; Governing Law; Venue. **I AGREE TO WAIVE ANY RIGHT I MAY HAVE TO DEMAND A JURY TRIAL IN ANY ACTION BROUGHT REGARDING, CONCERNING, INVOLVING, RELATING TO OR ARISING UNDER THIS LIABILITY RELEASE AND WAIVER OR ANY MATTER RELATING TO THE ZIPLINE TOUR.** The laws of the State of Hawaii shall govern all matters with respect to this Liability Release and Waiver, without regard to the conflict of laws principals thereof. Any action regarding, concerning, involving, relating to or arising under this Liability Release and Waiver shall be brought in a court of competent jurisdiction in the State of Hawaii.

7. Severability. If any provision of this Liability Release and Waiver or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Liability Release and Waiver and the application of such provision to other persons or circumstances shall not be affected.

8. Photo Release. I hereby give permission for the Released Parties to take photographs, videos, and other images of myself and/or my child and agree that such images may be published or otherwise used for advertising, publicity, promotion or such other purpose as is deemed appropriate by the Released Parties.

9. Electronic Signatures. As permitted by law, I agree that this document may be executed and delivered by electronic signatures and that the signatures are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

I, the undersigned, acknowledge I have read and understand this document and agree to be bound by its terms.

TOUR DATE:		TOUR TIME:
Participant’s Name (Please print)	Age	Signature:
Minor Participant’s Name (Please print)	Age	Signature of Parent/Legal Guardian:

By signing this Liability Release and Waiver, I acknowledge my understanding of this document. Participants assume all risk, including but not limited to, the risk of injury or death.