Zip Line

RELEASE AND WAIVER OF LIABILITY

Participant Name _____(the "Participant") Phone _____

Address _____City _____State _____Zip _____

Gender (please circle one): **Male** **Female** Weight _____*(Note: **Min. 45 lbs. and Max. 250 lbs.** for Zip-Line Adventure)*

Height_____*[Note:**Min. 42in. tall** (3' 6") for Zip-Line Adventure]*

Emergency Contact _____ Phone _____ .

In consideration for being permitted to participate in Soaring Safari Zip-line Adventure (the "Activity"), operated in concert by the Red Mountain Greenway and Recreational Area Commission (the "Commission") and Birmingham Zoo, Inc. ("BZI"). I expressly and voluntarily agree to the following provisions (collectively, the "Agreement"):

STATEMENT OF QUALIFICATION. I represent that the Participant, whether myself or a minor participant for whom I am legally responsible (if applicable) (my "Minor"): understands the nature of the Activity; meets the required weight and age limits and meets all other minimum eligibility requirements for the Activity; is in good health and in proper physical condition to participate in the Activity; does not have any known heart, leg or back problems, or any other injuries, illnesses or conditions that may affect the Participant's ability to safely participate in the Activity; is not pregnant; and is not under the influence of alcohol and/or any other legal or illegal drugs that may impair the Participant's ability to safely participate in the Activity. I understand that if I have any questions about whether the Participant is in proper physical condition and/or whether the Participant has any injuries, illnesses or other conditions that may affect the Participant's ability to safely participate in the Activity, it is my responsibility to consult a physician before participating. I also represent that the information above is complete and accurate to the best of my knowledge.

ASSUMPTION OF RISK. I fully understand that the Activity involves inherent and other risks, hazards and dangers to myself, or my Minor, property and other people that may include but are not limited to: misinformation and instructions or the lack thereof; equipment malfunction or misuse; falling; impacting or being impacted by objects or other participants; property damage; inadvertent and/or unwelcome touching; collisions with trees, rocks and other natural or man-made obstacles; latent or apparent defects in the equipment; panic and/or hurt feelings; serious emotional trauma and/or bodily injury; physical injury; unavailability of immediate medical attention; permanent disability; partial or total paralysis; illness; disease; scrapes; cuts; bruises; bites; stings; broken bones; sprains; neurological damage; death; adverse weather conditions; my own actions, inactions and/or negligence; actions, inactions and/or negligence of other participants and/or the Commission or BZI. I understand that there may be risks that are not known or reasonably foreseeable at this time. **I agree freely and voluntarily to participate in the Activity in spite of the inherent risks. I acknowledge the above risks and fully accept and assume all risks and all responsibility for losses, costs and damages that I may incur in connection with my participation in the Activity.**

RELEASE AND WAIVER OF LIABILITY & PROMISE NOT TO SUE. I, on behalf of myself, my Minor, my family member(s), my personal representatives, heirs, executors, administrators, estate, assigns, and any and all other persons and entities (collectively and individually, the "Releasing Parties") **HEREBY RELEASE, DISCHARGE AND PROMISE NOT TO SUE** The Red Mountain Park Fund, Inc., Friends of Red Mountain Park, Inc., the Commission, BZI and their successors, predecessors, assigns, affiliates, administrators, directors, officers, agents, volunteers and employees (collectively and individually, "the released parties") from all liability, claims, demands, losses, or damages, which arise out of, or are connected in any way to my participation, or the participation of my Minor, in the Activity including but not limited to claims that arise out of **NEGLIGENT** actions and/or inactions of the released parties to the fullest extent permitted by law.

INDEMNITY. I, on behalf of myself and all other Releasing Parties agree to **DEFEND, INDEMNIFY AND HOLD HARMLESS** the released parties from any and all claims brought by, or on behalf of the Releasing Parties, for any injury, damage, death or other loss in any way connected with my participation, or the participation of my Minor, in the Activity including but not limited to claims arising out of **NEGLIGENT** actions and/or inactions of the released parties to the fullest extent permitted by law.

PHOTO RELEASE. I hereby grant the Commission and BZI the right to use, reproduce, assign and/or distribute photographs, films, videotapes and sound recordings of me, or my Minor, taken or recorded in connection with the Activity, in any materials they may create.

CHOICE OF LAW, FORUM SELECTION & SEVERABILITY. Subject to the paragraph entitled **RELEASE AND WAIVER OF LIABILITY & PROMISE NOT SUE,** I agree that any claim based upon or arising out of the Agreement and/or the Participant's involvement in the Activity will be brought in a court of appropriate jurisdiction in Birmingham, Jefferson County, Alabama; any objections to venue and personal jurisdiction in such forum are expressly waived; and any such claims shall be subject to the Alabama Constitution as well as statutory and common law of Alabama, including but not limited to all applicable immunities afforded by Alabama law. I also agree that if any portion of this Agreement is determined to be invalid, void or unenforceable for any reason, the remainder the Agreement shall continue in full force and effect.

FOR PARTICIPANT (PARTICIPANTS AGE 14 AND OVER MUST SIGN). I have carefully read and voluntarily agree to each of the provisions contained in the Agreement.

_____ _____/_____/_____

PARTICIPANT'S SIGNATURE **DATE**

PARENT/GUARDIAN SIGNATURE REQUIRED FOR MINOR PARTICIPANT (UNDER AGE 19 AT TIME OF PARTICIPATION). I, as parent/guardian with legal responsibility for this Participant, have carefully read, understand and voluntarily agree to each of the provisions contained in the Agreement on behalf of myself and my Minor. I further acknowledge that each of the provisions in the Agreement shall be effective and binding upon me and each of the Releasing Parties.

_____ _____ _____

PARENT/GUARDIAN'S NAME **PARENT/GUARDIAN'S SIGNATURE** **DATE**

Zip Time:_____