



ArborTrek Canopy Adventures at Smugglers' Notch
1239 Edwards Road, Jeffersonville, Vermont 05464
802-644-9300 • <http://www.arbortrek.com>

Canopy Tour Participation Agreement including Acceptance of Risks and Agreements of Release and Indemnification

This form must be read, acknowledged and signed by all Participants, adults and minors (persons under 18 years of age) AND by a parent or guardian (each referred to as "Parent") of a minor Participant. Parent signs for himself or herself and on behalf of the minor child. No applicant may participate in a program unless these signatures are provided. The parties to this agreement are ArborTrek/Smugglers' Notch, LCC doing business as ArborTrek Canopy Adventures at Smugglers' Notch of Jeffersonville, Vermont ("Provider") and the persons signing below ("Participant" and "Parent").

Description of Activities: The Canopy Tour program provides opportunities for adventure recreation and environmental education. The following elements are included in the tours:

1. **Zip Lines.** High cable traverses using harnesses and associated hardware. Riders zip through the upper forest canopy and are challenged to grapple with such issues as the difficulty of taking first steps, confronting a fear of heights, and the risks of accepting these and other new challenges.
2. **Sky Bridges.** Walkways high up in the forest canopy consisting of planking supported by dual steel cables and cable handrails. Participants wear harnesses attached to lanyards clipped in to overhead steel cables.
3. **Challenge Obstacles.** Obstacles may include an incline bridge, ropes swing or rappel. Participants wear harnesses attached to lanyards clipped in to overhead steel cables for traversing elements; overhead rope or cable belays are used to secure participants for rope swings and rappels where the participants will be lowered. Obstacles invite participants to test their emotional and physical limits, and the experience usually provides dividends in the form of greater self-confidence and self-respect.
4. **Hikes:** The tour includes several short hikes on uneven terrain and trails which may be wet, slippery, or covered with snow and ice at different times of the year.

Tour groups will generally consist of groups of eight participants accompanied by two guides. The tour through the forest canopy will be led by staff trained to guide participants toward their desired educational and recreational outcomes. Equipment will be fitted and checked by staff, progress throughout the tour will be closely monitored by guides, and all equipment transfers will be performed by guides or by participants under close supervision of a guide. Participants must be reasonably fit and able to control the speed of their travel along the zip lines by grasping the cables with leather gloves. They may also be required upon occasion to pull themselves along a stretch of cable if they should lose momentum before reaching any given landing platform (guides may assist with this process).

Medical Concerns: The Canopy Tour is designed for use by participants of average mobility and strength who are in reasonably good health. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, arthritis, tendonitis, and other joint and musculo-skeletal problems may all impair the safety and well being of participants on the courses, as may other medical and psychological and psychiatric problems. All such conditions may increase the inherent risks of the experience and cause the Participant to be a danger to himself or others. Participants with underlying medical conditions, including those set forth in the paragraph above, that put them at greater risk of injury or illness during a canopy tour must carefully consider those risks before choosing to participate, and they must fully inform our staff **in writing** of any such condition prior to the beginning of the tour. Provider reserves the right to exclude any applicant from participation, for medical, safety, or other reasons.

Inherent and Other Risks: The risk of serious injury during participation in this canopy tour is inherent to any participant, regardless of their physical condition. The risk of injury exists by reason of falls, collision and contact with other participants and fixed objects, moving about the grounds on which the activities are initiated and conducted, and otherwise. A number of risks are inherent to the activities. These are risks that cannot be eliminated without changing the essential nature and educational and other values of the activities. The emotional risks range from simple hurt feelings to panic and psychological trauma (fear of heights, for example). The physical risks range from small scrapes, cuts and bruises to bites and stings, broken bones, sprains, neurological damage, weather illnesses and, in extraordinary cases, even death, including by drowning. The property on which the tour is located includes rocky and wooded terrain, cliffs, ravines and creek beds, with potentially harmful plants and animals, including snakes and other creatures which may bite or sting. Injuries may be a natural consequence of the activity undertaken, a consequence of structural design or failure, as a result of environmental hazards (including terrain and weather), a result of errors of judgment or other negligence of staff or participants, or otherwise; and may occur in spite of the reasonable efforts of staff to prevent them. In all such cases, these inherent risks, and other risks which may not be inherent, must be accepted by those who choose to participate.

In consideration of the canopy tour program which I and my group have contracted for with Provider, and/or the use of its facilities, I (we) the undersigned Participant(s), and the Parent of a minor Participant (for himself or herself and on behalf of the minor participant), agree as follows:

1. I understand the nature of the activities that Participant will be engaging in as described above.
2. I understand that there are risks of injury and death associated with these activities.
3. **I acknowledge and voluntarily accept the risks of illness, injury and death associated with these activities, inherent and otherwise, and whether or not described above, including those which may result from the negligent acts or omissions or other participants or staff.**
4. **I hereby release, indemnify, waive any claims against and hold harmless Provider, its owners, agents and employees, and the owner or owners of the property on which the tour is conducted (the "Released Parties"), from, and agree not to sue them for, any liability for claims that may arise out of or relate in any way to my or the minor child's enrollment or participation in Provider's programs, including use of its grounds and facilities. The claims hereby released, waived and indemnified include claims of negligence of a released party, but not claims of gross negligence or willful injury.**
5. I accept full and complete responsibility for any expenses that may be incurred by Provider for any illness or injury that may result from my, or the minor participant's, participation in Provider's programs, including the costs of evacuation, hospitalization, and medical treatment and any sums

payable to anyone by reason of any injury or loss of life that I may sustain through my participation in Provider's programs, and for all expenses associated with the defense of any such claims. I understand that this indemnification means that I accept responsibility for paying any costs, including attorneys' fees that may be due for claims made against Provider.

6. Provider reserves the right to use video or other photographic images of Participant for future marketing, educational or other purpose, and Participant (and Parent) hereby consent to such use, without compensation.
7. The Parties agree to submit any claim arising out of or related to this Agreement to binding arbitration. Upon a demand for arbitration issued by a Party, the Parties shall attempt to name an arbitrator. If the parties are unable to agree to a single arbitrator, then any party may seek court appointment of a panel of three arbitrators. In either case, the arbitration shall be conducted under the Arbitration Rules as established by the American Arbitration Association or its successor. The decision of the arbitrator or panel shall be final and binding and may be entered in any court with competent jurisdiction for enforcement as a judgment of said court. The arbitration shall be conducted within Lamoille County, Vermont. In any arbitration award, the arbitrator or panel may (at their sole discretion) include reasonable attorneys fees and costs to compensate Parties for having to defend against frivolous claims or defenses raised in the arbitration proceeding. User further agrees that any action or suit against Provider arising out of this Agreement including, but not limited to, claims arising under State or Federal statutes, must be brought within one year of the event giving rise to the claims or be forever barred. User waives any limitation periods to the contrary.
8. **I understand that this agreement contains an agreement to arbitrate and other language including a release from liability and indemnification which may waive certain legal rights.**
9. I agree that should any part of this Agreement be judged invalid by a court with proper jurisdiction that all other parts not so judged shall nevertheless remain valid and in effect.
10. **I have read, acknowledge, and hereby freely and voluntarily agree to the terms of this agreement.**

PLEASE PRINT. All Fields Required. List each Participant's information and sign.

Name: _____ Age: _____ Height: _____ Weight (lbs.): _____
Address: _____
Phone: (____) _____ E-Mail: _____
Medical Conditions: _____
Signature: _____ Date: _____

Name: _____ Age: _____ Height: _____ Weight (lbs.): _____
Address: _____
Phone: (____) _____ E-Mail: _____
Medical Conditions: _____
Signature: _____ Date: _____

Name: _____ Age: _____ Height: _____ Weight (lbs.): _____
Address: _____
Phone: (____) _____ E-Mail: _____
Medical Conditions: _____
Signature: _____ Date: _____

Name: _____ Age: _____ Height: _____ Weight (lbs.): _____
Address: _____
Phone: (____) _____ E-Mail: _____
Medical Conditions: _____
Signature: _____ Date: _____

Provider may refuse admission to its programs to any persons that its owners or agents deem a hazard to themselves or to others. Provider may alter its published or announced requirements for participation in its programs and for use of its property at any time and for any reasons that it may deem appropriate.

Agreement by Parent or Guardian of a MINOR Child (or Children)

I am the parent or guardian of the minor child(ren) whose name(s) appear on the attached participation agreement(s) and whose names are listed below. I have acknowledged receipt of the attached participation agreement, read its contents and am satisfied with, and in agreement with, the contents therein, having had the opportunity to discuss the same with the Provider and any third parties of my choosing. I, individually and as parent and/or guardian of my minor child(ren) do freely accept the terms of the attached participation agreement. I give my child permission to participate in the canopy tour programs to be provided by Provider. My signature below reflects my agreement to fully release the Released Parties, as provided above, from any claim which I may have, and, to the fullest extent allowed by law, to release such persons on behalf of my child(ren), for any claim the child(ren) may have. I further agree to indemnify the Released Parties, to the maximum extent allowed by law, for any claims of the child(ren), or of any member of my or the child(ren)'s family, arising from the child(ren)'s enrollment or participation of the activities of the Provider. **These agreements of release and indemnity include claims of negligence, but not gross negligence or intentionally wrong conduct.**

Signature _____ Date _____

Printed Name _____ Relationship _____

Names of Children:
