

Full Blast Adventure Center, LLC:

Acknowledgment and Assumption of Risks, Release and Indemnity Agreement and Health Disclosure

For all adult or minor participants

Ziplining and other activities

Contact Information: Name: _____ e-mail _____ Gender: M / F (CIRCLE ONE)
Address: _____ City _____ State _____ Zip _____ Phone: _____
Emergency Contact: Name: _____ Phone: _____

*I am going on the **PONDEROSA** or the **PONDEROSA GRANDE** zip line tour (circle one)

INTRODUCTION: Please read this Acknowledgment and Assumption of Risks, Release and Indemnity Agreement and Health Disclosure (hereafter “Document”) carefully before signing. The participant must sign this Document. If the participant is under 18 yrs. of age (hereafter sometimes “minor” or “child”) a parent or legal guardian (hereafter collectively “parent”) must also sign. In consideration of the services of Full Blast Adventure Center, LLC (formerly known as Full Blast Rentals, LLC), and its owners, members, managers, employees, agents and representatives (hereafter individually and collectively “FBAC”) in allowing me/my child to participate, **I (participant and parent of a minor participant) acknowledge and agree as follows:**

ACTIVITIES, RISKS AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:

Participating (whether simply attending, observing or actively participating) in FBAC instructional, recreational and/or adventure activities includes risks. These activities take place in Colorado and may include, but are not limited to: ziplining on FBAC’s zip line course including close personal contact with staff; slacklining; use of any equipment, facilities or premises; socializing and travel in ATVs, cars or other vehicles (collectively referred to in this Document as “activities”). Activities can be scheduled or unscheduled, supervised or unsupervised, and include activities undertaken during participant’s free and/or independent time. **I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Document as “risks”) of these activities can cause injury, damage, death or other loss to participant or others.** The parent of a minor gives permission for their child to participate in all activities and agrees to discuss the nature of these activities and risks with their child. **The following describes some but not all of those risks:**

Risks associated with any outdoor activity. These risks include that a participant may overestimate his/her abilities or fitness; be inattentive; lose control and slip, trip or fall and/or collide with, for example, others, the ground, rocks or trees or encounter other animal/terrain/road/trail hazards; not understand the functioning of (or misuse) the equipment; fail to negotiate steep, uneven, slippery or difficult terrain; or experience equipment malfunction.

Physical activity risks. Activities involve outdoor, challenging physical activity at altitudes above 6,500 feet, at heights up to 45 feet above the ground, requiring fitness and endurance. Activities can, among other things, cause surges in blood pressure and pulse rates.

Ziplining and slacklining risks. The risk that a participant may experience stress or anxiety because of a fear of heights, speed or proximity to others; experience swaying, collisions, unwelcome touching, falls, pinches, twists or jolts; and/or impact the ground, others, objects or structures.

Outdoor environment risks. These risks include travel in high altitude, mountainous terrain. Participant may be subject to: storms, including rapid and extreme weather changes, strong winds, rain, lightning, snow, ice or hail; extremely hot, humid or cold weather; falling or unstable rocks; falling or fallen timber or tree branches; stinging, venomous or disease carrying animals or insects; poisonous plants; wild animals and other natural or man-made hazards. Hazards may not be marked or visible and weather is unpredictable year-round.

Risks involved in judgment and decision making. FBAC staff or others must make various judgments and decisions as they conduct activities in changing environments that are, by their nature, imprecise and subject to error. These risks include the risk that a FBAC staff member or other person may misjudge the participant’s (or others) capabilities, health or physical condition, or misjudge some aspect of instruction, medical treatment, weather, terrain or other issue.

Risks connected with geographic location. Activities take place several miles from medical facilities, causing potential delays or difficulties in communication, transportation, evacuation and medical care. Although FBAC staff may have wireless communication devices, use of these devices is unreliable and inconsistent.

Personal health and participation risks. The risk that participant’s mental, physical or emotional condition (including use or abuse of prescription or non-prescription drugs or alcohol), whether disclosed or undisclosed, known or unknown, combined with participation in these activities could result in injury, damage, death or other loss. Although FBAC may review participant’s health information disclosed below, FBAC cannot anticipate or eliminate risks or complications posed by participant’s mental, physical (including fitness level) or emotional condition.

Equipment or structure risks. The risk that equipment or structures used in an activity may be misused, or may break, fail or malfunction. Participant (and the parent of a minor) assumes full responsibility for choosing appropriate personal gear and for its fit and condition. FBAC requires helmets and other safety gear for certain activities and participants are responsible for keeping safety gear on during these activities. Safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of this gear.

Risks regarding conduct. This includes the risk that participant or others, including third parties, may act carelessly or recklessly.

Risks associated with free time. Participants will have free and/or unsupervised time (alone or with others) before, during and after the start of activities. During all activities, participants share in the responsibility for their own and others’ well-being.

These and other risks may result in participants: Falling partway or falling to the ground; being struck by lightning or objects; colliding with or impacting objects, people, structures or animals; experiencing vehicle collision or rollover; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, hyperthermia, frostbite or heat exhaustion/stroke), dehydration, high altitude sickness, heart or lung complications, broken bones, paralysis or other permanent disability, mental or emotional trauma, concussions, sunburn or other burns, infections, cuts or wounds or other injury, damage, death or loss.

I (participant and parent of a minor participant) acknowledge and agree:

FBAC representatives are available if I have further questions about the activities and risks and participant agrees to obey all FBAC rules. I understand the information provided in this Document is not exhaustive, other unknown or unanticipated activities, risks and outcomes may exist, and FBAC cannot assure participant’s safety or eliminate any of these risks. I understand I am solely responsible for determining (whether or not in consultation with my/my child’s medical care provider) whether FBAC activities are appropriate for me/my child before participation. Participant has no condition/s which might affect his/her participation that have not been disclosed to FBAC (and written on page 2 of this Document) and participant is fully capable of participating without causing harm to him/herself or others. All activities are voluntary and participant can choose not to participate. **Participant is voluntarily participating in these activities with knowledge of the risks. Therefore, participant (and the parent of a minor) expressly assumes and accepts full responsibility for the inherent and other risks (both known and unknown) of these activities and for any injury, damage, death or other loss suffered by participant (and the parent of a minor), resulting from those risks, including the risk of participant’s own negligence or other misconduct.**

RELEASE AND INDEMNITY AGREEMENT:

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. I (adult participant, or parent for myself and for and on behalf of my participating minor child) agree as follows:

1) to release and agree not to sue FBAC and the landowner/s on whose land the activities take place, including Keyhole of Durango, LLC, and each of their respective owners, members, managers, officers, directors, employees, agents, representatives, independent contractors and all other persons or entities associated or affiliated with them (hereafter collectively "the Released Parties") with respect to any and all present or future claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively "claim" or "claim/s") for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities, including use of any equipment, facilities or premises. I understand I agree here to waive all claim/s I or my child may have against the Released Parties, and agree that neither I, my child, nor anyone acting on my or my child's behalf, will make a claim against the Released Parties as a result of any injury, damage, death or other loss suffered by me or my child;

2) to defend and indemnify ("indemnify" meaning protect by reimbursement or payment) the Released Parties, with respect to any and all claim/s brought by or on behalf of me, my child, my spouse, my other family member/s or any other person, for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities, including use of any equipment, facilities or premises. This Release and Indemnity Agreement includes claim/s of or resulting from the Released Parties' negligence (but not any of their gross negligence or willful or wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

HEALTH DISCLOSURE:

FBAC requests this information to endeavor to be aware of health issues, and in the event of an emergency. If participant has any current, chronic or episodic health condition/s that may be triggered or complicated by these activities, the participant (and parent of a minor) should consult with their medical care provider before participating, to determine if participant can participate without causing harm to himself/herself or others. Condition/s of concern include but are not limited to: dizziness; chest pain; a heart, vessel or blood disease or condition; orthopedic injuries, joint problems or arthritis; allergies, asthma or breathing problems; diabetes; seizures or high altitude sickness.

Please answer below (leaving a question unanswered or blank will be considered a 'no' or 'none'):

1. Is participant pregnant? ___Yes___No (If you answered yes, you must have a release from participant's health care provider to participate)

2. Does participant have any allergy/s, asthma or breathing issues? ___Yes ___No known allergy/s, asthma or breathing issues.

If yes, please list known allergy/s (to food, insects, plants, etc.), asthma or breathing issues, and describe triggers, symptoms and severity of reaction (including anaphylaxis):

3. Does participant have any current, chronic or episodic health condition/s or limitation/s (e.g. mental, physical, emotional), identified above or otherwise, which may affect participation or necessitate care? ___Yes ___No If yes, please specify:

4. Please list any medication/s participant takes that FBAC should know about in the event of an emergency. For each medication, identify the condition for which the medication is taken and where you/your parent keep the medication.

I agree I/my child will not consume or be under the influence of any alcohol or chemical substance during the activity, with the exception of prescribed medication that does not adversely affect participation. I agree that I/my child will bring first aid supplies recommended by my/my child's medical care provider for my/my child's personal use, including those to address serious health issues (e.g., anaphylaxis resulting from allergy to bee stings). I acknowledge that providing inaccurate health information or falsifying health information can create serious risks to participant or others, and/or can result in participant's dismissal.

OTHER PROVISIONS:

I (participant and parent of a minor participant) agree: Colorado substantive law (without regard to its "conflict of law" rules) governs this Document, any dispute I or my child have with FBAC and all other aspects of my/my child's relationship with FBAC, and agree that any mediation, suit, or other proceeding must be filed or entered into only in La Plata County, City of Durango, Colorado. I will attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator. I authorize FBAC staff or representatives, and/or other medical personnel to obtain or provide medical care for me/my child, to transport me/my child to a medical facility and to provide treatment they consider necessary for my/mychild's health; I agree to pay all associated costs. I agree to the release (to or by FBAC) of any medical records necessary for treatment, referral, insurance or other purposes. FBAC reserves the right to dismiss any participant who staff believe, in their discretion, presents a safety concern or medical risk or otherwise conducts him or herself in a manner detrimental to the activities. I authorize FBAC, or parties they designate, to take images, written/spoken statements or any recordings, of or including the participant and/or parent, without compensation, and use these materials on the internet or via other media, in catalogues or other materials, or for any promotional or other use. These materials are the sole property of FBAC. This Document is intended to be interpreted and enforced to the fullest extent allowed by law. Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.

Participant and parent of a minor participant agree: I have accurately completed, carefully read, understand and voluntarily sign this Document, and acknowledge that it shall be effective and legally binding upon me, my spouse, participating child and other children, and participant's/parent's other family members, heirs, executors, representatives, subrogors and estate. Participant must sign below. A parent must also sign if participant is a minor (those under 18 yrs. of age).

Participant Signature /Date /Birthdate /Age /Print name here

Parent or Guardian Signature /Date /Print name here

Office Use Only:

Reservation Name: # in Party: Partner Referral: Tour Time: