

VISITOR AGREEMENT

Visitor's Name: _____

Please read this agreement carefully. It contains a Release of Liability. It must be signed by all adult visitors to the premises of the aerial trekking park, adventure park, and zipline program (the "Premises") of Aerial Trek, LLC (the "Releasee"). If the visitor is a minor – under 18 years of age - it must be signed by a parent or legal (court-appointed) guardian (either, "parent") of the minor, who signs for themselves and on behalf of the minor. By signing the below on behalf of a minor, the parent represents and warrants that they have the legal capacity to sign on behalf of the minor. Minors younger than 14 years must be accompanied by a responsible adult.

In consideration of being allowed to participate in any way in the zipline canopy tour program, related events and activities including travel to and from sites, I the undersigned, acknowledge, appreciate and agree that:

- 1) The term "Releasee" as used below, also includes Aerial Trek, LLC's officers, directors, officials, lessors, landlords, agents and/or employees, sponsors, advertisers, permit grantors, independent contractors, and sub-contractors or partnering companies.
- 2) The activities of the program include travel to and from and moving about the Premises, the aerial trekking adventure park, zipline and canopy tour, and related events. This includes travel at height and at varying speeds.
- 3) The risks of the visit include the following: moving to and from and on and about the Premises, including uneven and unstable terrain and plants and animals which can cause harm; failure and/or malfunction of visitor's and other's equipment; the negligence of the visitor and others, including program staff; fatigue, chill and/or dizziness which may diminish reaction time and increase the risk of accident; exposure to elements, excessive heat, hypothermia, impact of the body upon water, falling rocks, branches, visitors, or other objects, collisions with trees, branches or platforms; muscular/skeletal strains, sprains, and fractures; and exposure to communicable diseases, including COVID-19, described below. Visitor must wear and use as instructed any necessary safety equipment or personal protective equipment provided to them. Visitor recognizes that failure to do so increases the potential for severe injury or death.
- 4) **By signing below, I confirm that I understand that negligence includes failure on the part of the Releasees to take reasonable steps to safeguard or protect me from or warn me of the risks, dangers and hazards outlined above. I further understand that the risks, dangers, and hazards outlined above may be unmarked. I accept and fully assume all such risks and the possibility of personal injury or death resulting therefrom.**
- 5) **In consideration of the Releasees allowing me to use the course, I hereby waive any and all claims that I have or may have in the future against the Releasees, and to release them from any and all liability for any loss, damage, expense or injury including death that I may suffer, as a result of my use of or my presence on the Premises due to any cause, including negligence, breach of contract, and breach of any other statutory duty or rule.**
- 6) **In consideration of the Releasees allowing me to use the course, I hereby agree to hold harmless and indemnify the Releasees from any and all liability for any damages to any third party, resulting from my use of or presence on the Premises.**
- 7) I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
- 8) The threat of the COVID-19 virus (Coronavirus, "the virus") requires a heightened awareness of the disease and preventative measures to reduce the chances of infection of visitors and staff. All visitors must read carefully, understand, and comply with all mandates set forth by the State of Washington. Visitors must ask questions if they are not clear about preventative measures required by the Mica Moon policies and practices in this regard. Visitors 1) must be free of infection and circumstances (including recent travel and exposure to others) which might indicate the possibility of infection, 2) frequently sanitize hands and equipment, 3) minimize close personal contact with others and wear a face cover as instructed by staff, and 4) remove themselves from and immediately report to staff any condition or conduct which might indicate the presence of or contribute to the spread of the virus, or any other communicable disease.
- 9) The agreements of release and indemnity above include loss, damage or expense claimed to have been caused in whole or in part by my or the minor visitor's becoming infected by, or, with respect to the obligation to indemnify, infecting others, with, a communicable disease, including Covid-19. The agreements include claims of negligence of a Released Party, but not gross negligence or intentionally wrongful conduct.
- 10) I recognize that it may be necessary for the Releasees to refuse or terminate my participation if I am judged to be incapable of meeting the rigors or requirements of the Program. I accept the Releasees right to take such actions for the safety of myself and/or other participants. I will not engage in any activity beyond my capabilities and will not cause any third party to be endangered by any of my actions during the program.
- 11) I warrant and represent that I am in good health and have no physical or mental limitations or problems that would affect my safe participation or the safety of others in the program and have not been advised otherwise by a qualified medical person. If COVID-19, or another communicable disease is suspected at the premises of the canopy tour program, and contact tracing is sought by a government health authority, I agree that Aerial Trek, LLC may give to that authority whatever information it has to allow the authority to contact me, as an adult visitor or parent or guardian of a minor participant.
- 12) By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected with the same.
- 13) Any litigation involving the parties to this Release Agreement shall be brought solely within Washington, and shall be within the exclusive jurisdiction of the Courts of Washington.

I HAVE READ THIS ENTIRE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name: _____

Signature: X _____ Age: _____ Date: _____

(If applicable)

Minor's Name: _____ Age: _____