

WGF LLC DBA Rugaru Adventures Release and Waiver of Liability

Please read this document carefully. It must be signed by all participants that will be participating in the zip line tour. If the participant is under the age of eighteen, at least one parent or guardian must sign, as evidence of his or her agreement to these terms and condition for himself or herself to the maximum extent allowed by law, on behalf of the minor participant.

Inherent Risks:

Outdoor activities entail known and unanticipated risks that could result in physical or emotional injury, death or damage to property, persons or third parties. The zip line tour, structures and premises on which the tour is conducted and the equipment used expose participants to certain risks. The tour activities require moderate to vigorous physical exertion, and include traveling along the cables at considerable heights and speeds. The participants will walk up steep and uneven inclines on natural terrain, and be required to walk up the tower steps to heights up to 30'. Participants will be instructed by their trained guides on how to properly perform the activity. Participants will have an active role and responsibility during the activity, including preparedness for the beginning of the zip, landing and dismounting. The use of gear and other procedures will be described during a brief orientation prior to the tour. The staff will connect and disconnect the participants at all times and the participant are not allowed to do it themselves.

Among the hazards and risks of participating in the zip line tour are falling if the equipment is not used properly; slipping and tripping over rough and uneven terrain; snags in the trolley system from long hair, jewelry or loose clothing; dehydration; heat exhaustion; severe weather; lightning; accidents in transporting participants to and from the course; abrupt contact with structures (fixed and moveable) or other participants; anxieties and fears associated with heights; bites from insects, snakes or other animals.

Injuries associated with participation in this activity may include breaks, sprains, strains, allergic reactions, bruises and other contusions and in extreme cases, emotional upset, anxiety, permanent disability, paralysis or death. The staff has no medical training other than basic first aid and CPR.

The risks described above, and others, are inherent in performing the zip line tour, that is, they cannot be removed without altering the nature of the experience. The description of risks above is not complete and other unknown or unanticipated risks may result in property loss, injury or death.

Assumption of Risks:

I acknowledge and voluntarily assume the risks of illness, injury and death associated with this activity, inherent or otherwise, and whether or not they are described above. If the visitor is a minor, I the parent, have discussed the activities and risks with her or him and the minor child understands them and wishes to participate nevertheless, and I consent to such participation by my signature below. I certify that I/we have no medical, mental or physical conditions that could interfere with my/our safety or ability to participate in the zip line tour. I/we further certify that I/we have adequate insurance to cover any injury, damage or emergency transportation I/we may cause or suffer while participating; or else agree to bear the costs of such injury, damage or emergency transportation cost ourselves.

Release and Indemnity:

I HEREBY RELEASE WGF, LLC DBA RUGARU ADVENTURES and any parent, related and/or subsidiary corporations, partnerships, companies, and entities; their respective administrators, directors, agents, officers, volunteers, and

employees; other participants; sponsors; advertisers; and the owners and lessors of the property on which the Activity takes place (all cumulatively referred to as the "Owners") from all liability, claims, demands, losses, costs and damages arising or asserted to arise, directly or indirectly, in whole or in part, from the Activity or the Additional Services whether resulting from the negligence or otherwise, including rescue operations, and will indemnify and hold harmless the Owners as to all such matters. I consent to the use without compensation by Owners of photographs and video recordings made of me or the minor identified below while participating in the Activity or using the Additional Services without compensation and agree that all such materials including negatives are the sole property of the Owners. I agree that the exclusive venue of any suit or claim against the Owners for any reason whatsoever shall be the District Court of McCurtain County, Oklahoma. I consent to the jurisdiction of such Court as to any action against me to enforce this Agreement; and agree that this Agreement is to be enforced in accordance with the law of the State of Oklahoma.

Participant requirements:

I agree that I (we if signing for minor) meet and will adhere to the participant requirements stated below:

- 1) I am over the age of 18 or have a signed waiver by a parent or guardian.
- 2) I am of adequate physical health and can complete all of the activities required on the course.
- 3) I am not pregnant, do not have any heart, leg, back problems or other serious illness.
- 4) I am 70 to 250 pounds.
- 5) I am not under the influence of alcohol, illegal or legal impairing drugs.
- 6) I will ensure that all long hair, jewelry, loose clothing is properly secured.
- 7) I will wear the proper attire when participating in the zip line tour.
- 8) I will not participate in inverted "zipping".
- 9) I will be 100% tied off at all times while on the platform and will not step on said platform until instructed.
- 10) I will wear all of the required safety equipment at all times during the tour and will not alter the equipment at any time.
- 11) I will not interfere with or distract the guides at any time during the tour.
- 12) I understand that WGF, LLC DBA Rugaru Adventures has the right to exclude anyone from participating due to medical, safety or other reasons deemed not be conducive to a zip line.

Per Oklahoma Department of Labor Amusement Ride Safety Statutes 40 O.S & 460.3: State Law requires riders to obey all warnings and directions for the ride and behave in a manner that will not cause and contribute to injuring themselves or others. Failure to comply is punishable by fine and imprisonment.

Print Name of Participant

Signature of Participant

Print Name of Parent/Guardian

Signature of Parent/Guardian

Date: _____