

Participant Name: _____ Tour Date: _____ Tour Time: _____ Level 1 2 3
AC-1 AC-2 FF-1 FF-2 FL-1 FL-2

Screaming Eagle Zip Line and Canopy Tours at the Ark Encounter **Informed Consent**

Description of the zip line and canopy tours:

Zip line canopy tours provide opportunities for adventure, recreation, and environmental education. Tours consist of zip lines, sky bridges, obstacles, tree platforms, quick jump “free fall” experiences, and other related adventure activities. The tours are accessible by sky walkways, stairs, towers and/or climbing walls. Zip lines are high cable traverses used via safety harnesses and associated hardware while sky bridges are walkways high in the forest canopy consisting of planking supported by steel cables and handrail. Trained guides will accompany all tours and participants will receive instruction and have all gear checked by guides before beginning the adventure. Participants will be required to handbrake with leather type gloves and there may be some jarring type impact on some landings. Participants will be required to walk on uneven ground trails at times, climb towers, traverse bridges that give the illusion of instability and stand in close proximity to others on the tree platforms. These type eco tours are not rides and do require participants to be involved in all aspects of the adventure trek.

Possible risks that may be encountered on zip line canopy tours, team building events, aerial adventure parks and climbing/ rappel walls, free falls, as well as other outdoor type events are: strains, sprains, dislocations, broken bones, blisters, hot spots, soreness, sore muscles, hypothermia, dehydration, scrapes, cuts or gashes, abrasions, heat exhaustion or heat stroke, concussions, heart attacks, sunburn, insect bites or stings, getting hit by a falling object, falls, hair, clothing or jewelry getting caught, contact with harmful plants or animals, neurological damage, head/neck/back injuries, serious injury and death. The provider does try to anticipate participants medical needs ahead of time via the waiver, but this cannot be interpreted that the provider or staff is competent to deal with these particular medical problems

I have read and understand the risks listed above. I understand that the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for any risks identified herein and those not specifically identified. **My participation in this activity is purely voluntary and no one is forcing me to participate and I elect to participate in spite of and with full knowledge of the risks.** I assume and accept full responsibility for myself, including any minor children in my care, custody and control, for any bodily injury, loss of personal property or death and any expenses resulting from the inherent risks and dangers identified and unspecified, including those resulting from my negligence in participating in this activity. Initial _____

I understand that I should do nothing that may harm the environment or destroy its natural beauty so that anyone who follows me may enjoy what nature provides. I will carry my trash out to a suitable trash container. Initial _____

I understand the dangers that are inherent with the use of alcohol and drugs; I agree to not participate in activities under the influence of either of these. I understand that I can be refused participation for such use and that staff personnel have the right to refuse anyone participation. Initial _____

My signature certifies that I am aware of the weight restrictions (75lbs minimum and maximum of 250lbs for women and 285lbs for men on zip lines, maximum of 250lbs for women and 285lbs for men on the Aerial Challenge Course, and maximum of 285lbs for women and men on the Free Fall) and that I do meet this requirement for the activity I have purchased. I understand that the provider may ask me to weigh on their scales. Initial _____

My signature certifies that I am aware of the attire restrictions (must wear closed toe and closed back shoes, no five fingered shoes, no high heels, no inappropriate shirts or short shorts) and that I do meet this requirement. I understand that the provider has final say. Initial _____

I understand that the Zip Line and Canopy Tours will continue in the rain. Trained guides will determine when the weather is unsafe. I understand that my tour time may be delayed due to weather. Initial _____

My signature certifies that I am aware of the cancellation policy and that no refunds will be given on the date of my tour. I understand that if I choose not to participate I will forfeit all fees. Initial _____

Aerial adventures are experiential and require certain safety gear to be placed on the guest to include: full or half harnesses, lanyards, pulleys, helmets, and gloves. Most of the gear does require tightening which secures the gear in place before going out on the aerial adventure. I understand that if I need assistance when tightening the gear, there may be some unintentional contact with the lower or upper extremities, waist area, head, or other areas when performing these safety checks to make the gear secure. Initial _____

My signature also certifies that I hereby grant to Historic Banning Mills, d/b/a Screaming Eagle Adventures, Ark Encounter, LLC, Crosswater Canyon, Inc., Ark Development, LLC, and Answers in Genesis, Inc. permission to record my image while I am participating in the Screaming Eagle Zip Line Tours, or while otherwise on the premises at the Ark Encounter, for security, public safety, promotional, or other purposes, in their discretion, and constitutes a full release to use such image(s) for such purposes. Initial _____

ASSUMPTION OF RISK AND INSURANCE CERTIFICATION

Each participant in these activities should realize that there are risks and dangers inherent in them, and also in the training for, participation in, and travel to and from such activities. It is the sole responsibility of each participant to participate only in those activities for which he or she has the prerequisite skills, qualifications, preparations, and training. Participants are required to have a full range of motion, average balance capabilities, use of both of their upper and lower extremities, and able to understand, retain, and obey verbal commands and hand signals. Zip line canopy tours are not recommended for second and third trimester or high-risk pregnancies, or for guests that have moderate to severe respiratory or cardiac problems, previous back, neck or head injuries, arm or shoulder injuries, leg or foot injuries, moderate to severe muscular-skeletal problems, or severe arthritis. This list is not complete and any guest with medical problems should notify the staff and consult their own medical doctor before participating.

The undersigned acknowledges that in spite of the provider's reasonable efforts to prevent harm, injuries may occur from natural consequences of the activity, errors in judgment or other negligence of staff or other participants. In all cases, these inherent risks, named and unnamed, must be accepted by those who chose to participate.

I acknowledge that I am solely responsible for any hospital or other costs arising out of any bodily injury or property damage sustained through my participation in such voluntary outdoor programs or recreational activities. I assume and accept full responsibility for myself, including any minor children in my care, custody and control, for any bodily injury, loss of personal property or death and any expenses resulting from the inherent risks and dangers identified and unspecified including those resulting from my negligence in participating in this activity.

I certify that I have health insurance coverage for myself and any minor children in my care, custody, and control, which I have determined to be adequate for any injury that might befall me or such minor child or children, and that I will rely on my own insurance policy to cover any medical and related costs incurred in the event of injuries during the activity.

RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE

The "released parties" under this agreement shall mean: Historic Banning Mills, d/b/a Screaming Eagle Aerial Adventures, the zip line and canopy tours operator; and with respect to the zip line and canopy tour at Ark Encounter, also means Ark Encounter, LLC, Crosswater Canyon, Inc., the sole owner and managing member of Ark Encounter, Ark Development, LLC, land owner, and Answers in Genesis, Inc., the sole member of Ark Development, LLC, and with respect to all of the foregoing, it includes their respective owners, managers, directors, officers, agents, employees, representatives, contractors, and volunteers.

I, the undersigned, do hereby release, indemnify and hold harmless the released parties from and against, and agree not to sue the released parties for, any liability for causes of action, claims and demands of any kind and nature whatsoever that may arise out of or relates in any way to my or my minor child's enrollment or participation in the Zip Line and Canopy Tour. The claims hereby released and indemnified include, among others, claims of other participants and of members of participant's family or associates and claims of negligence of a released party, **but not** the claims of gross negligence or willful misconduct.

I certify that I am 18 years of age and suffering under no physical, mental, emotional or legal disabilities and that I have carefully read and understand this waiver. I certify that if I am under the age of 18, I will have the consent of my parent or legal guardian as noticed below. As a minor, my signature below indicates I have read and understand the whole waiver. I understand as a minor that if I have questions or concerns, I may ask my parent or legal guardian to review said waiver. I understand that the staff is available for further information that may need to be relayed to participant. I have been advised that if I have misrepresented my age or someone else's identity, I agree to completely indemnify the provider and anyone associated in any way with the provider from loss or injury or anything suffered or death.

I represent that I am physically, mentally, and emotionally able to participate in the adventure tour, and that I have no condition that would impair or preclude me from participating in this activity or from accepting full responsibility for my safety.

This agreement shall be enforceable to the fullest extent permitted by law. If any provision of the agreement should be deemed void or unenforceable for any reason, such provision shall not offer the validity and the enforceability of the remaining provisions of this agreement. This agreement shall be governed by the laws of the Commonwealth of Kentucky, without regard to choice of law principles, and the venue for any legal proceeding involving this agreement or any alleged injury shall be Grant County, Kentucky.

Please fill out the following medical information:

(If you leave the following blank, it indicates that you have no health issues or allergies)

1. Are you allergic to any kind of bee sting or insect? Y N Do you need an Epi Pen? Y N Do you have it? Y N
2. Are you a diabetic? Y N Insulin dependent? Y N List any allergies: _____
3. Have you had any surgeries in the last 6 months? Y N Please describe: _____
4. Are there any medicines you are taking or medical conditions that we may need to be aware of? Y N

Participant Name (please print): _____ Phone: () —

Participant Signature (all ages): _____

If Participant is under 18 years of age:

Parent/Legal Guardian Name (please print): _____

Parent/Legal Guardian of Participant Signature: _____