

Zip Line Tour Visitor Agreement,
Including Assumption of Risk, Agreements of Release and Indemnification,
Covenant not to Sue, Mediation and Arbitration

Please read this document carefully. It must be signed by all adult (18 years of age and older) visitors to the premises of the zip line tours. Including participants in the tour itself, trainees, group and individual chaperones and others. If a visitor is a minor (under 18 years of age), his or her parent or legal guardian (each referred to in this agreement as "Parent") must sign, for himself or herself and on behalf of the minor. Parents are urged to consult with legal counsel regarding the permissible scope of a Parent's authority to sign on behalf of his or her child. A visitor under 14 years of age who is not accompanied by a parent or guardian and is not a member of a group which has provided chaperones, must be accompanied by an adult designated by Parent as the child's individual chaperone for activities on and moving about the Operator's business premises ("Premises"). Such designation is evidenced by the chaperone having signed below, with the Parent.

In consideration of: 1) the services of Bonsai Ventures - Asheville, LLC, organized and existing under the laws of the State of North Carolina and doing business as Navitat Canopy Adventures ("Operator" herein) and 2) the permission of Operator in allowing the undersigned visitor to participate in the activities hereinafter described, I, an adult visitor, or Parent, for myself and, to the maximum extent allowed by law, on behalf of the minor visitor, acknowledge and agree as follows:

DESCRIPTION OF ACTIVITIES: This Agreement applies to all aspects of a visit to the Premises where Operator's zip line tours is located and operated, including enrollment or participation in the zip line tours and related events or services provided, sponsored, authorized or allowed by the Operator (such zip line tours activities sometimes hereinafter referred to as "the zip line tours" or "the tours"). Visitors are allowed to move about the Premises on which the tours is located and in and around guest buildings, and to hike on designated trails, complying with all posted signage and placards and instructions given by the Operator's staff. Visitors may be transported to the tour site and elsewhere in vehicles operated by the Operator. Assisted by personal protective equipment (such as harnesses, lanyards and pulleys) and methods approved by the Operator, visitors may move across uneven and sometimes steep terrain, and climb stairs or ladders or other structures to access high platforms. They then will traverse from platform to platform by means of high ropes course elements; zip lines, suspension bridges and sky-bridges built at heights of up to 500 feet. Visitors will rappel (make a controlled descent by rope) from platforms. As a condition of participation, I agree to follow all posted signage and placards, and to follow and obey any and all instruction given to me by Operator's staff.

DESCRIPTION OF RISKS: The visit to the Premises and the zip line tours will expose visitors to risks, many of which are inherent to the Premises and the tour and cannot be eliminated without changing the nature, value and appeal of the visit. These inherent risks include, but are not limited to: emotional risks, including hurt feelings, panic, or psychological trauma; and physical risks, including falls, collision with other persons and fixed objects, scrapes, bruises, stings, broken bones, sprains, neurological damage, shock, and, in extraordinary cases, death. The property on which the zip line Tours is located is remote and includes rocky, wooded terrain, cliffs, ravines, and creek beds which may be home to potentially harmful plants and animals, including but not limited to snakes, ticks, and poisonous plants. Emergency medical care may be significantly delayed.

Causes of injuries may include, among others, the following: transportation, moving about and over the Premises including uneven terrain, and the activities undertaken; acts of negligence of the Operator or its staff and other participants including failure to adequately secure safety equipment; structural design or failure; and the failure of personal protective equipment including but not limited to harnesses, lanyards, pulleys, ascension devices, belay devices and lowering devices. Injuries may be the result of environmental hazards. Injuries may occur in spite of efforts taken by the Operator and staff to prevent them. Medical care may be delayed for many hours.

ASSUMPTION OF RISKS: I, an adult visitor, am knowingly and willingly choosing to participate in the activities of the zip line tours, including those described above, and including transportation and moving about the Premises of the tour. I acknowledge and voluntarily assume the risks of illness, injury, and death associated with these activities, inherent or otherwise, and whether or not they are described above. I understand that visitors may engage in other activities, supervised and not supervised. If the visitor is a minor I, Parent, have discussed the activities and risks with him or her, the minor child understands them and wishes to participate in the visit and activities nevertheless, and I consent to such participation.

AGREEMENTS OF RELEASE AND INDEMNITY: I, an adult visitor or Parent of a minor visitor (for myself and, to the maximum extent allowed by law, on behalf of the minor for whom I sign), hereby agree as follows:

I release the OPERATOR, its staff, owners, directors, volunteers, independent contractors, representatives and owners of the property on which the ZIP LINE TOURS is conducted ("Released Parties") from any and all liability, and covenant and agree not to sue or bring any type of legal controversy in any proceeding (for myself, and for my own estate, and whether on my own behalf, or on behalf of the minor child or his or her estate or as personal

representative), for any loss, damage, expense or injury, including death, that I, or the minor, may suffer, arising from or in any way related to my (or the minor's) presence on the ZIP LINE TOURS, the Premises or their facilities, transportation to, from or upon the Premises of the ZIP LINE TOURS, or participation in the ZIP LINE TOUR activities. I further agree to hold harmless and indemnify (that is, defend and pay, including costs and attorney's fees) the Released Parties and each of them from liability for any claim, including damage to property or personal injury and death, by whomever it might be brought, including me, the minor child, a member of my or the child's family (or the estate or personal representative of any of the preceding), a co-participant, a rescuer or otherwise, arising from or in any way related to my (or the minor's) presence on the ZIP LINE TOURS or zip line tour Premises or facilities, transportation to, from or upon the tour or Premises, or participation in the ZIP LINE TOURS activities.

These agreements of release and indemnity include claims arising from the negligence (but not the gross negligence or intentionally wrong conduct) of a Released Party, including without limitation, arising release and indemnification of a Released Party for claims due to its own negligence (but not the gross negligence or intentionally wrong conduct).

To the extent that the undersigned, for his or herself, or as a Parent of a minor visitor, has the right to sue, or bring any legal controversy in a proceeding against, Operator or any of its staff, owners, directors, volunteers, independent contractors, representatives and owners of the property on which the ZIP LINE TOURS is conducted (it being understood that nothing in this paragraph shall be construed to affect the agreement of the undersigned that the undersigned covenants not to bring suit or legal controversy in any proceeding on his or her behalf for his or her self or for any minor visitor) relating to or referring to this Agreement, or any other contract, form, brochure, or other literature concerning the ZIP LINE TOURS, or the ZIP LINE TOURS itself (including but not limited to the acts or omissions of Operator or any tour participant) (a "dispute" or "controversy" herein) the undersigned will make good faith effort to mediate any such dispute or controversy that might arise, and should the dispute or controversy not be resolved by mediation, the undersigned agrees that the dispute or controversy shall be resolved exclusively by binding arbitration according to the then existing commercial rules of the American Arbitration Association ("AAA") in person in Buncombe County, North Carolina, United States of America. Such proceedings will be governed by the substantive law of North Carolina, without reference to any conflict of law rules. Nothing in this paragraph shall require the parties to use the services of the American Arbitration Association. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability or formation of this Agreement and the rights, obligations, releases and indemnifications herein, including but not limited to any claim that all or any of this contract is void or voidable. I understand that I am giving up any right that I may have to a jury trial or to bring claims in court against Operator, and acknowledge the consideration of Operator as described above for my relinquishment of such rights. I agree that payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, and that the arbitrator shall be entitled to award attorneys' fees as permitted under North Carolina law. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

OTHER UNDERSTANDINGS AND REPRESENTATIONS: I, an adult visitor or Parent of a minor visitor, for myself and on behalf of a minor for whom I sign) further agree as follows:

1. Chaperones, either Individually appointed or accompanying groups of minor visitors, are responsible for supervision of children not on the tour itself, and must be immediately available to provide comfort and assurance to a child on the tour who might need emotional support and to make medical decisions on behalf of the child. Operator is not responsible for the acts or omissions of these persons in providing such supervision and assistance. If an individually chaperoned child or his or her chaperone withdraws from the tour the other must withdraw. By signing below, Chaperone acknowledges his or her agreement to these responsibilities.
2. Visitor, or Parent, hereby consents to Operator either administering or obtaining medical care for visitor in the event of an injury, illness or accident requiring medical attention while on the tour's Premises. Visitor or Parent authorizes Operator to exchange with any third-party medical caregiver such information regarding visitor's medical history as may be deemed important to either of them. Visitor, if an adult, or Parent, agrees that he or she is solely responsible for any hospital, medical or other costs arising out of an injury or other loss arising out of visitor's visit to the premises, including enrollment or participation in activities of Operator.
3. I represent that I, or if I am the Parent, the Minor Visitor, am/is in reasonably good health, not pregnant, do not have existing injuries, do not have any serious musculoskeletal disorders, do not have epilepsy or seizure disorders that impair my ability to drive, am not under the influence of alcohol, illegal drugs or prescription drugs that impair me in any way, do not have a heart condition that require immediate medical attention, do not have hemophilia or disorders that require me to take high doses of blood thinning medication, and that Operator is relying upon these representations as a condition of allowing me to participate in the zip line tours.

4. I hereby grant permission to the Operator to use any photographs or video taken of the minor visitor or me during the zip line tours for any promotional purpose, without compensation.
5. I have read, understand and will comply with the Participant Requirements displayed and furnished to me by the Operator and have correctly responded to all requests for information.
6. I agree that the substantive laws of the state of North Carolina (but not those laws which may apply the laws of another jurisdiction) shall govern this agreement and any other dispute between the visitor and a Released party. Venue of any suit shall lie exclusively in a state or federal court of proper jurisdiction in Buncombe County, North Carolina, to the jurisdiction of which court Parent, Participant and visitor consent.
7. I agree that should any part of this agreement be determined to be invalid by a court with proper jurisdiction, all other portions of this agreement not so determined shall nevertheless remain valid and in full force and effect.
8. I have read, and fully understand this agreement, which consists of this and the preceding two pages. I am aware that by signing this agreement I am waiving the rights described above which I (or the minor on whose behalf I sign), or my (or the minor's) heirs, next of kin, executors, administrators, assigns and representatives may have in the event of an injury or other loss.
9. This Agreement will apply to the visit or visits occurring on the date provided below, and until it is terminated or replaced in writing.

PLEASE COMPLETE THE FOLLOWING REQUIRED FIELDS:

FULL NAME OF THE VISITOR: _____
 DATE OF BIRTH: _____
 ADDRESS: _____ City: _____ State: _____ Zip: _____
 PHONE: () _____ EMAIL: _____

Please List the Following:

Medications needed at a moments notice (such meds must accompany the visitor (or the chaperone) at all times.)

All food drug and other allergies:

Signature of Adult Visitor, or Parent of minor

Date

Signature of Chaperone (If applicable)

Date

Office Use Only:

Tour Time: _____
 Res #: _____
 Weight: _____