



ACTIVITIES WAIVER

WARNING, ASSUMPTION of RISK, LIABILITY RELEASE, INDEMNITY
and HOLD HARMLESS AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

The person who is participating in the **ATTRACTIONS: CANYON FLYER ALPINE COASTER, SWING SHOT GIANT SWING, DOC'S ROCK CLIMBING WALL, BUNGEE TRAMP, GLENWOOD CAVERNS EXPRESS, WILD WEST ADVENTURE WAGON, BULL RIDE, FORT WHEREAMI MAZE, LASER TAG, GIDDY UP HOPPER, SPELEOBOX CAVE SIMULATOR OR 4D THEATER** at Glenwood Caverns Adventure Park shall be referred to hereinafter as "**PARTICIPANT**". "**THE UNDERSIGNED**" means only the **PARTICIPANT** when the **PARTICIPANT** is age 18 or older *OR it means both the PARTICIPANT and the PARTICIPANT's parent or legal guardian when the PARTICIPANT is under the age of 18.* **THE UNDERSIGNED** agree and understand that the **CANYON FLYER ALPINE COASTER, SWING SHOT GIANT SWING, DOC'S ROCK CLIMBING WALL, BUNGEE TRAMP, GLENWOOD CAVERNS EXPRESS, WILD WEST ADVENTURE WAGON, BULL RIDE, FORT WHEREAMI MAZE, LASER TAG, GIDDY UP HOPPER, SPELEOBOX CAVE SIMULATOR OR 4D THEATER** or any of them, (hereinafter the "**ACTIVITY**") can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY OR DEATH.**

THE UNDERSIGNED agree and understand that there are risks associated with strenuous physical exertion and with participating in the **ACTIVITY** and that falls, **INJURIES AND/OR DEATH** may result from engaging in the **ACTIVITY** or any of them. **THE UNDERSIGNED** agree and understand that risks include, but are not limited to: use of equipment and ropes, equipment failure, improper use of equipment, slipping, falling, varied surfaces on the climbing wall, natural and manmade hazards, surface and environmental conditions, changing weather conditions, uneven and/or slippery ground or track conditions; varying slopes and surface conditions; variations in terrain; bumps, collisions with natural and manmade objects, the condition of the **PARTICIPANT**, dehydration, and high elevation.

In consideration for allowing the **PARTICIPANT** to participate in the **ACTIVITY**, **THE UNDERSIGNED** hereby **ASSUME ALL RISKS** associated with the **PARTICIPANT's** participation in the **ACTIVITY**. Additionally, **THE UNDERSIGNED AGREE TO HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY GLENWOOD CAVERNS ADVENTURE PARK, GLENWOOD TRAMWAY, LLC, POW, INC. AND GLENWOOD CAVERNS, INC.,** affiliated organizations and companies, and each of their respective insurance carriers, agents, employees, representatives, assignees, members, managers, officers, directors, and shareholders (each hereinafter a "**RELEASED PARTY**") **FOR ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the **PARTICIPANT's** participation in the **ACTIVITY**, including those claims based on any **RELEASED PARTY's** alleged or actual **NEGLIGENCE** or **BREACH OF** any express or implied **WARRANTY**.

THE UNDERSIGNED take full responsibility for any injury or loss to **PARTICIPANT**, including death, which **PARTICIPANT** may suffer, arising in whole or in part out of the **ACTIVITY**. By signing this release, **THE UNDERSIGNED AGREE NOT TO SUE** any **RELEASED PARTY** and agree they are releasing any right to make a claim or file a lawsuit against any **RELEASED PARTY**. **THE UNDERSIGNED** further **AGREE TO DEFEND AND INDEMNIFY** each **RELEASED PARTY** for any and all claims of **THE UNDERSIGNED** and/or a **THIRD PARTY** arising in whole or in part from the **PARTICIPANT's** participation in the **ACTIVITY**. **THE UNDERSIGNED** agree to pay all costs and attorney's fees incurred by any **RELEASED PARTY** in defending a claim or suit brought by or on behalf of **THE UNDERSIGNED**.

THE UNDERSIGNED recognize that seat belts are required on the **GIDDY UP HOPPER, CANYON FLYER ALPINE COASTER, and/or SWING SHOT GIANT SWING** and **PARTICIPANT** agrees to wear a seat belt at all times while participating in the **ACTIVITY**. **THE UNDERSIGNED** understand and agree that a seat belt **IS IN NO WAY A GUARANTEE OF SAFETY** and that no seat belt can protect the wearer against all foreseeable impacts to the head or body, and that the **ACTIVITIES** and other related activities can expose the user to forces that exceed the limits of protection provided by a seat belt. **THE UNDERSIGNED** also understand that a seat belt does not guard against injury to the neck, spine or any other part of the body, and that these limitations are **INHERENT RISKS** of the **ACTIVITY**.

THE UNDERSIGNED represent that the **PARTICIPANT** is in good health and there are no special problems associated with his/her care. **THE UNDERSIGNED** authorize any **RELEASED PARTY** and/or their authorized personnel to call for medical care for the **PARTICIPANT** or to transport the **PARTICIPANT** to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. **THE UNDERSIGNED** agree that upon the **PARTICIPANT's** transport to any such medical facility or hospital that the **RELEASED PARTY** shall not have any further responsibility for the **PARTICIPANT**. Further, **THE UNDERSIGNED** agree to pay all costs associated with such medical care and related transportation provided for the **PARTICIPANT** and shall indemnify and hold harmless the **RELEASED PARTY** from any costs incurred therein, or any claims arising therefrom.

In consideration for allowing the **PARTICIPANT** to participate in the **ACTIVITY** and for using the Glenwood Caverns Adventure Park facilities, **THE UNDERSIGNED** agree that **ANY AND ALL CLAIMS** for injury and/or death arising from the **PARTICIPANT's** participation in the **ACTIVITY** shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the **DISTRICT COURT** residing where the alleged incident occurred or in the **FEDERAL COURT FOR THE STATE OF COLORADO**.

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In the case of a minor PARTICIPANT, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor PARTICIPANT and that the minor PARTICIPANT shall be bound by all the terms of this release. Additionally, by signing this release as the parent or legal guardian of a minor STUDENT, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agree that but for the foregoing, the minor PARTICIPANT would not be permitted to participate in the ACTIVITY.

By signing this release without a parent or guardian's signature, the PARTICIPANT represents that he/she is at least 18 years of age, or, **if signing as the parent or guardian of the PARTICIPANT, you represent that you are the legal parent or guardian of the minor PARTICIPANT AND ACCEPT FULL RESPONSIBILITY.**

This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

Waiver signature required for EACH AND EVERY PARTICIPANT.

Participants under the age of 16 must have their parents or legal guardians apply their signature for the minor.

Participants 16 and over must sign, and a parent/legal guardian must also sign for them.

Participants over 18 must sign their own name.

ONCE ALL PARTICIPANTS HAVE SIGNED THE LIABILITY WAIVER, GIVE THIS FORM TO THE GLENWOOD CAVERN'S ATTENDANT AND THEY WILL APPLY A WRISTBAND TO THE ARM OF THE PARTICIPANT.

**MINIMUM HEIGHT FOR CANYON FLYER IS 54" TALL and 8 YEARS OF AGE TO RIDE ALONE,
UNDER 54" TALL, CHILD OVER 3 RIDES FREE WITH ADULT.
MINIMUM HEIGHT FOR THE SWING SHOT IS 48" TALL.
BUNGEE WEIGHT IS 30-180 .LBS
GIDDY UP HOPPER MINIMUM HEIGHT IS 36" TALL.**

Date* _____

Waiver Signatures:

Participant's FULL NAME (Please Print)	Signature of Parent/Legal Guardian/ Rider over 18	Signature of 16-18 year olds
*A. _____	* _____	* _____
*B. _____	* _____	* _____
*C. _____	* _____	* _____
*D. _____	* _____	* _____
*E. _____	* _____	* _____
*F. _____	* _____	* _____
*G. _____	* _____	* _____

*Required info