



**Blue Heron Zip Lines**  
 1000 Bay Ave, Columbus, GA 31901  
 (706) 321-4720 • whitewaterexpress.com

For Office Use Only			
Trip Date/Time	Trip Type	Order/Group	Guest Temp

## RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION & BINDING ARBITRATION AGREEMENT

**PLEASE READ CAREFULLY.** This is a legal document. If you have questions, we encourage you to consult with an attorney before signing.

In consideration of being allowed to use the facilities and participate in Guided Zip Line Tours, Guided Canopy Tours, Free Fall Experiences, Aerial Challenge Courses, and other activities (collectively the “Activities”) provided by Chattahoochee Rafting Company, Inc. d/b/a Whitewater Express, Uptown Whitewater Management, LLC, Columbus Consolidated Government, Phenix City, Alabama and the United States, their agents, owners, associates, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as “BHA”). I hereby voluntarily agree to release, indemnify, discharge, hold harmless, and covenant not to sue BHA, on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and/or estate for any and all claims of liability arising out of their negligence, recklessness, strict liability, breach of contract, intentional acts, or any other act or omission which causes the undersigned illness, injury, death, and damages of any nature in any way connected with my participation in this activity or for being upon the lands of BHA. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct. Additionally, I certify that the participant is between the weight limits of 70 and 265 pounds and is at least 10 years old to participate on the zip lines. I certify that the participant is at least 5 years old and not over 265 pounds to participate on the aerial course.

Potential Risks	Methods of Prevention	Solution/Treatment
1. Getting hit by a falling object.	Be alert. Look up before walking near or under the course. Wear a helmet.	Inform staff of injuries for assistance.
2. Hair, clothing or jewelry getting caught in pulleys or other parts of the zip line course.	Have long hair tied back. Remove rings, dangling earrings, watches, etc., and wear proper clothing (ex. avoid loose sleeves).	If caught, remain calm and ask staff for assistance.
3. Colliding with other persons or objects while riding a zip line.	Verify that the path the line follows is clear and that the previous guest has been retrieved before starting your ride.	Inform staff of possible obstructions or concerns, ask Staff for assistance.
4. Injuries or discomfort caused by improper wearing of harness.	Fit harness as secure as possible and check for any loosening throughout the day. Have harness checked by two different Staff members.	If you have any questions or doubts, ask Staff for assistance.
5. Scrapes and cuts.	Wear proper clothing (ex. long pants closed-toe shoes). Touch only surfaces as instructed.	Inform Staff of any injuries or concerns.
6. Exposure to communicative diseases or other illnesses such as, but not limited to, MRSA, influenza, or COVID-19	Practice good personal hygiene and follow pertinent government health recommendations. Do not participate if you are sick, exhibit symptoms of illness, or have recently travelled to at-risk countries or areas.	Inform Staff of any illnesses, increased risk factors, or recent travel.
7. Death or serious injury.	Wear proper safety gear. Demonstrate skills in Ground School. Check to see if carabiners are secure. <u>Always Follow Staff Instructions</u> and maintain awareness of your protective equipment and surroundings.	Inform Staff of any injuries or concerns.

I have read and understand the risks listed above and how to avoid them and agree to take an active part to protect myself and my fellow participants during this activity. I realize there are other risks and/or dangers that may exist and I will avoid these also, and I will not participate in unsafe practices and I will inform the staff of any dangers known to me that may cause injury to me or others. Furthermore, I agree to respect the rights and feelings of the other participants and staff and to act in a supportive and caring manner during my participation of the event.

I understand that I have the right to not participate if I do not feel physically or emotionally safe. I also understand and accept that in some situations on the course, my participation is necessary in order to exit the course safely. I further understand that I may be dismissed from participation without refund for refusing to follow any of the policies of the BHA.

I, the undersigned, consent for all purposes to reproduce, sell, and/or use of photographs and/or video of the undersigned (with or without the use of the individual's name), by the BHA and by any nominee or designee of BHA (including any agency, client, or periodical or other publication) in all forms and media and in all manners, including trade, display, advertising, editorial, art, internet, and exhibition. NOTE: Your photo may be a part of a series of photos sold to other members on your tour. BHA will not be held responsible for the use of photos purchased by other guests.

I have read and voluntarily agreed that said minor may participate in BHA activities, and I sign this release on their behalf. In addition, I give BHA permission to treat said minor in case of illness, injury, emergency, or accident. Should emergency medical services become necessary for the undersigned participant or minor, I agree that any incurred expenses are the sole responsibility of the participant. I also represent and warrant to the BHA that I have full authority to sign this agreement on behalf of the Participant.

The Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, hereby agrees to submit any dispute, claim, or controversy, relating to and/or arising from (a) this Release of Liability, Assumption of Risk, Indemnification & Binding Arbitration Agreement, (b) Participant's participation in the Activities, and/or (3) any other interaction between the Participant and the BHA, including the determination of the, scope or applicability of this agreement to arbitrate, to binding arbitration. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. If the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the district in which the Activities occurred. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the State and County where the Activities occurred and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. As a threshold matter, the Panel shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law. Judgment on the Award may be entered in any court having jurisdiction over the parties and controversy. Participant and the BHA specifically intend this Binding Arbitration provision to survive if any other portion of this Agreement is held invalid. NOTICE TO PARTICIPANT: By signing this Agreement, you are giving up your right to commence litigation against the BHA in a court of law, and you are giving up your right to a trial by jury.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the BHA and its counsel in any proceeding.

**I HAVE READ BOTH PAGES OF THIS DOCUMENT. IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE AND UNDERSTAND THAT IF I, (OR ANY MINOR ON WHOSE BEHALF I AM SIGNING THIS RELEASE), AM HURT, DIE, OR MY PROPERTY IS DAMAGED, I AM GIVING UP MY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST BHA EVEN IF THEY NEGLIGENCELY OR BY SOME OTHER ACT OR OMISSION CAUSE THE INJURY OR DAMAGE. I EXPRESSLY ASSUME ALL RISK. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF THE ABOVE PROVISIONS.**

**PLEASE SIGN AND FILL OUT COMPLETELY**

_____	_____	_____	
Participant's Name	Age	Participant's Email Address	
_____	_____	_____	
Participant's Signature	Date Signed	Participant's Home Address	
_____	_____	_____	_____
Parent or Guardian's Signature (if Participant under 18)	Date Signed	Emergency Contact Number	Relation to Participant