

**FULL BLAST RENTALS, LLC.**

Agreements to Participate, Including Assumption of Risks and Agreements of Release and Indemnity

In consideration of being allowed on the zip line course, organized and conducted by Full Blast Rentals, LLC. I acknowledge and agree as follows:

The activity in which I will be participating includes instructions and moderate exertion on low and high elements which includes a network of cables, ropes, and platforms, as high as 50 feet off the ground over and on which I may walk, zip and otherwise move with or without the assistance. This is done in snow, sleet and rain; close personal contact, including the possibility of unwelcome touching, and dependence on other participants and staff; incidents may occur in places which may be some distance from medical facilities; and incidents may result from the carelessness of others participants and staff; and the failure of equipment. These risks and hazards are inherent in the activities of the environment in which it is conducted, and they cannot be eliminated without significantly changing the nature of the activities.

I understand that these hazards and risks may result in loss or damage to personal property, and emotional and other personal injuries, including falls, abrasions, sprains, breaks, and in extreme cases, even death.

I represent that I have no medical or emotional condition which may adversely affect my participation in this activity, or which may cause me to be a danger to myself or others. I have listed on the Health History Form provided by Full Blast Rentals, LLC. any and all medical conditions which I believe should be brought to the attention of Full Blast Rentals, LLC. I understand that it is my responsibility, and mine only, to determine my suitability, medical or otherwise, for participation in the activity.

**Acknowledgement and Assumption of All Risks**

I acknowledge and assume all risks of the activity and the environment in which it is conducted, whether or not those risks are inherent, whether or not they are described above.

**Agreements of Release and Indemnity**

I agree to release and hold harmless Full Blast Rentals, LLC its shareholders, directors, officers, employees, agents and contractors (Released Parties) from any and all claims which I now have or may acquire in the future, including claims of negligence but not claims of gross negligence or intentionally wrongful conduct, as a result of, or arising from my enrollment or participation in the activity.

I further agree to protect and indemnify (that is, defend and pay any judgment and costs, including attorney's fees) Full Blast Rentals, LLC. and members of my family, arising from my enrollment or participation in the activity.

**Others**

I certify that I am completely healthy (both physically and emotionally) and capable of participating in this zip line tour. I understand that it is solely my responsibility to determine whether there is any medical reason that I should not participate in the program. I also understand that Full Blast Rentals, LLC. and all of its representatives are in no position to determine whether I'm capable to participate in this program. My participation in this program is based on my decision to do so.

In the case of an accident and/or a dispute, I agree to reimburse or pay for any and all medical and legal costs incurred by Full Blast Rentals, LLC. or any released party and I also agree to engage in good faith efforts to mediate any dispute. Unless otherwise agreed to in writing, any mediation or suit may be conducted or filed only in Durango, CO, and the laws of the State of CO will apply to any such dispute, excepting only the laws of the State of Colorado which may apply the laws of another jurisdiction.

I authorize Full Blast Rentals, LLC. to provide or obtain medical care for me in the event of an incident requiring medical attention, and I further authorize Full Blast Rentals, LLC. to exchange with any third-party medical care giver such information regarding my medical history or condition as may be deemed important to either of them.

I agree that I will not consume or be under the influence of any chemical substance, including alcohol, during the activity. I understand further that the activity and all aspects of it are purely voluntary and I may choose not to participate. I also agree that I will follow all safety instructions. I agree to allow Full Blast Rentals, LLC. to use photographic or other images of me for marketing or any other purpose deemed reasonable by Full Blast Rentals, LLC.

Should any part of this agreement be deemed not enforceable by a Court of competent authority, the remainder of the agreement shall nevertheless remain in full force and effect.

**Name of Participant** \_\_\_\_\_

**Signature of Participant** \_\_\_\_\_

**Date** \_\_\_\_\_

**(If less than 18yrs old) Name of Legal Guardian** \_\_\_\_\_

**Signature of Legal Guardian** \_\_\_\_\_

**Date** \_\_\_\_\_

## Full Blast Rentals, LLC Health Statement

The proposed activity provided by Full Blast Rentals, LLC. requires participation in physical exercises which are, by their nature, physically demanding. Many of the activities will challenge you, and cause surges in blood pressure and pulse rates. It is imperative that you are free of any heart or any other diseases. Therefore, all participants must be free of medical or physical conditions which might create undue risks to themselves or any others who depend on them in this experience; you should have a physical examination.

NAME OF PARTICIPANT			
ADDRESS	CITY	STATE	ZIP
BIRTHDATE	AGE	M F (CIRCLE ONE) GENDER	
HOME PHONE	WORK PHONE		
NAME OF PHYSICIAN	DATE OF LAST PHYSICAL EXAM		
IN AN EMERGENCY NOTIFY	EMERGENCY CONTACT PHONE		
ADDRESS	CITY	STATE	ZIP

**HEALTH HISTORY: (Circle the appropriate answers and describe any yes answers.)**

HAVE YOU OR DO YOU CURRENTLY HAVE ANY HEART PROBLEMS (DATES) _____	YES	NO
DO YOU FREQUENTLY SUFFER FROM PAINS IN YOUR CHEST PLEASE EXPLAIN IF ANSWERED YES _____	YES	NO
DO YOU OFTEN FEEL FAINT OR HAVE SPELLS OF SEVERE DIZZINESS _____	YES	NO
HAS YOUR DOCTOR EVER TOLD YOU THAT YOU HAVE HIGH BLOOD PRESSURE ? YES NO		
ARE YOU A SMOKER YES NO		
(NOTE: If you have had any heart related problems you will need to have a release form from a physician in order to participate in the zip line tour.)		
DO YOU HAVE ARTHRITIS, JOINT, OR BACK PROBLEMS THAT MIGHT BE AGGRAVATED BY EXERCISE? YES NO _____		
HAVE YOU HAD ANY OPERATIONS OR SERIOUS INJURIES? DATES: _____		
DO YOU HAVE DISABILITIES OR CHRONIC RECURRING ILLNESS? YES NO		
ARE THERE ANY ACTIVITIES TO BE LIMITED/DISCOURAGED BY PHYSICIANS ADVICE? YES NO		
ARE YOU ALLERGIC TO ANY MEDICINES, INSECTS OR POLLEN? YES NO _____		
DO YOU HAVE EPILEPSY? YES NO _____		
DO YOU HAVE DIABETES? YES NO _____		
DO YOU HAVE ANY PRESCRIBED MEAL PLAN OR DIETARY RESTRICTIONS? YES NO		
ARE YOU CURRENTLY SICK AND/OR USING A MEDICATION THAT IS NOT LISTED ABOVE? YES NO		
DO YOU CARRY FAMILY MEDICAL/HOSPITAL INSURANCE YES NO		
CARRIER _____ POLICY NUMBER _____		

**Signature of Participant** \_\_\_\_\_ **Date** \_\_\_\_\_