

## Participant Requirements

*Kohala Zipline LLC adventure tours are designed for participants in reasonably good health. Due to the nature of the tours, we reserve the right to refuse participation to anyone. Tours occur in an isolated environment, and immediate medical attention may not be available. We cannot be responsible for any valuables dropped from tours or left in your vehicle. You must agree to and sign the Voluntary Participation Agreement Form prior to participation.*

### **Please review the following regulations:**

- You must weigh not more than 270 pounds. Recommended minimum weight is 70 pounds.
- Youths must be age 8 or older  
Youths under age 18 must have a parent or legal guardian sign the Voluntary Participation Agreement Form.
- Youths under age 14 must have an adult accompany them on the tour.
- You must wear sturdy, closed-toe shoes with an ankle strap.

### **Attire and preparation:**

- Please wear comfortable clothing that protects your torso from rubbing caused by the seat and chest harnesses.
- Please no revealing clothing, dresses, skirts or tanktops.
- Please remove loose or dangling jewelry and body piercings.
- Please tie back and secure long hair.
- Please remove all valuables including rings, necklaces, bracelets and personal electronics.
- Cameras are welcome on the tour, however you are solely responsible for its transport and condition.

**If you have any of the following medical conditions we STRONGLY recommend you consult your physician prior to participation, and discuss any concerns with your guide:**

- Heart disease or any cardiac condition that may require immediate medical attention
- Hemophilia
- Take any blood thinning medications
- Epilepsy or seizure disorders that prohibit operation of a motor vehicle
- Asthma
- Diabetes
- Insulin dependent
- Severe allergic reactions
- Severe recent, reoccurring or existing injuries

### **You cannot participate in a tour if you are:**

- Pregnant or think you may be pregnant
- Under the influence of alcohol, illegal drugs, or legal drugs that impair you in any way

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## Voluntary Participation Agreement

*Please read this document carefully. It must be signed by all participants prior to going on a Kohala Zipline LLC adventure tour ("Kohala Zipline Tour"). If the participant is a minor, at least one parent or guardian must also sign as evidence of their agreement to these terms and conditions on their own behalf and on behalf of the minor.*

1. I, the undersigned participant, acknowledge that I have voluntarily applied to participate in Kohala Zipline Tours which is a physically demanding and hazardous activity. I do not have any medical condition which might create an unsafe risk to me or others who are participating in this activity with me. I have also read and understand the participant requirements form.
2. **Acknowledgement of Risks** I understand that Kohala Zipline Tours may expose participants to certain risks. The activities require moderate physical exertion and are conducted at heights up to 150 feet. Hazards and risks of the activities and use of the premises and equipment, include but are not limited to, the following: falls; collisions; abrupt and possibly harmful contact with structures, objects and persons; anxieties and fears associated with heights; close contact with other people; coordination and misjudgments on the part of participants; the failure of structures or equipment; separation from guides; and the unpredictable forces of nature; slipping and falling on loose, uneven or steep terrain; vehicular accidents in off-road driving and highway driving; falling branches, boulders or other falling objects; encounters with livestock or wild animals.

Participants may experience increased heart rate and other symptoms of anxiety and stress due to physical exertion, reliance on other participants, a fear of height, or of unprotected falling, loss of balance, coordination and misjudgments, including failure to follow procedures and instructions, physical or mental or psychological stress, fatigue, chill and /or dizziness which may diminish

reaction time and increase the risk of an accident. Injuries associated with participation may include breaks, sprains, bruises, internal/external bleeding, concussions, other forms of physical injury, emotional upset, anxiety and even death.

Participants acknowledge that the description of risks is not complete and that other unknown or unanticipated risks may result in injury, illness or death. Activities occur in an isolated environment and immediate medical attention may not be available. Participants acknowledge that this activity is purely voluntary, and with full knowledge of the inherent risks in such activity.

- 3. Assumption of Risks** I understand that Kohala Zipline Tours are a hazardous activity. I am voluntarily participating in this activity with knowledge of the danger involved. I hereby accept any and all risks of injury or death to myself or any minor children for which I am responsible, arising out of or in any way connected with the use of Kohala Zipline Tours and facilities.
- 4. Release and Indemnity** As consideration for being permitted to participate in a Kohala Zipline Tour, I hereby agree that I, my assignees, heirs, and/or as the parent/guardian of a minor participant, will release and hold harmless and not bring any claim or legal suit against Kohala Zipline LLC., its directors, members, managers, officers, agents, employees and volunteers or its affiliated organizations or the supplier of any of the equipment used in the activity ("Released Parties"), for any and all claims of injury, disability, death or other loss or damage to person or property suffered by me and/or my minor child arising in whole or in part from participation in this activity, both foreseeable or unforeseeable.

In addition, I agree TO INDEMNIFY (that is, defend and satisfy by payment or reimbursement, including costs and attorney's fees) Released Parties from any claim of loss, injury or death, brought on by myself or my child against another co-participant. These agreements of release and indemnity include loss or damage caused or claimed in whole or in part by the negligence of a Released Party, but not intentional wrongs or the gross negligence of a Released Party.

- 5. Severability** If any provision of this agreement is held to be void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall nevertheless be fully enforceable, unimpaired by such holding.
- 6. Additional Provisions** I, an adult participant or the parent/guardian of a minor participant, authorize Kohala Zipline LLC to provide or obtain for me such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such care and transportation.
- Any dispute between a Released Party and participant or parent/guardian will be governed by the laws of the State of Hawaii, and any mediation or suit shall take place only in that State in the County of Hawaii.
- I, on behalf of myself and any minor child, hereby give my permission and consent to the taking of photographs, video, or other media and agree that such material may be published and otherwise used by Kohala Zipline LLC and Hawaii Forest & Trail Ltd. for purposes it deems appropriate without compensation to me or the child.

**I HAVE HAD SUFFICIENT OPPORTUNITY TO CAREFULLY READ THIS VOLUNTARY PARTICIPATION AGREEMENT FORM AND PARTICIPANT REQUIREMENTS AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY IN WHICH I AM GIVING UP IMPORTANT LEGAL RIGHTS AND A CONTRACT BETWEEN MYSELF AND KOHALA ZIPLINE LLC. AND/OR ITS AFFILIATED ORGANIZATIONS, AND SIGN IT OF MY OWN FREE WILL. I HEREBY DECLARE THAT I AM AT LEAST EIGHTEEN (18) YEARS OF AGE, OR THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT THAT I AM SIGNING ON BEHALF OF.**

**Participant**

Name \_\_\_\_\_ Tour Time \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_  
Relevant medical conditions / Allergies \_\_\_\_\_

**Parent or Legal Guardian (if participant under age 18)**

Name \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Address \_\_\_\_\_

**Emergency Contact**

Name \_\_\_\_\_  
Phone Number \_\_\_\_\_