



Kualoa Ranch Zip Line Tour

Tour Time: _____

W/C: _____

Waiver, Release of All Liability, Assumption of Risk And Photo Release Agreement

Participant Name: _____ Date: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Country: _____

Emergency Contact: _____ Phone: _____

Participant is 18 years or older: ☐ Yes ☐ No ("Minor Participant")
(If Participant is under 18 years of age, a Parent/Legal Guardian must sign this form.)

Please read this document carefully. This is a release of liability and waiver of legal rights.

In consideration of the services of Kualoa Ranch Hawai'i, Inc. operating under the laws of the State of Hawaii (hereinafter referred to as "Kualoa") the undersigned Participant or Parent/Legal Guardian of a Minor Participant (under the age of 18 years), acknowledges and agrees, for himself/herself or on behalf of the Minor Participant as follows:

Assumption of Risk

Participation in the Kualoa Zip Line Tour (hereinafter referred to as "Activity") involves: traversing a suspended cable via the use of a safety harness and double wheeled pulley over varied and rugged terrain, in varied weather conditions, and slowing/stopping by impacting a brake system at speeds that may be in excess of 20 miles per hour; being transported to and from the Activity site in Kualoa vehicles; and walking/hiking over varied and rugged terrain which may be impacted by weather conditions.

The Undersigned understands that participating in the Activity can be hazardous and involves risks, both known and unforeseeable, that could result in physical injury, emotional trauma, damage and/or death. The Undersigned understands that such risks simply cannot be eliminated without changing the essential qualities of the Activity.

The inherent risks and dangers of the Activity include, but are not limited to: equipment malfunctions, failures and defects; speed; trips/slips/falls; impacting and/or collisions with the ground and/or zipline apparatus and/or people; wildlife; falling objects; variations in terrain; elevation; anxieties or fears associated with heights; elevated heart rate and/or stress related to physical activity; poor footing; lack of shelter; changing weather conditions; storms, lightning, wind, and other adverse weather; hyperthermia; hypothermia; slippery terrain; improper use of equipment; dehydration; sunburn; insect bites/stings; traveling to and from the Activity site; the effects of strenuous physical exertion and negligence of others. While Kualoa and its employees work hard to manage risks, they are not infallible and may misjudge a Participant's/Minor Participant's ability level, the weather, or the terrain or they may give inadequate warnings or instructions. The Undersigned understands and accepts responsibility for all risks associated with participation in the Activity whether mentioned herein or otherwise.

The Undersigned further certifies that he/she or the Minor Participant is not under the influence of drugs or alcohol and has no medical, physical, and/or emotional conditions that could interfere with Kualoa risk management efforts during participation in the Activity and is willing to assume, and bear the cost of, all risks that may be created directly or indirectly, by any such influence, condition, and/or the Activity. Participation in the Activity is highly physical and Kualoa recommends that any Participant/Minor Participant who is unsure of his/her ability level should check with his/her healthcare provider prior to participating.

Waiver and Release of Liability and Indemnification

The Undersigned hereby voluntarily releases, waives and discharges Kualoa, its insurers, owners, agents, officers, directors, shareholders, employees and all other persons or entities acting in any capacity on such party's behalf, on behalf of himself/herself or on behalf of the Minor Participant, his/her spouse, children, parents, his/her heirs, assigns, personal representative and estate. The Undersigned hereby agrees to indemnify, defend and hold harmless Kualoa, its agents, owners, officers, directors, shareholders, employees and all other persons or entities acting in any capacity on such party's behalf, from any and all claims, demands, or causes of action, which are in any way connected to the Participant's or Minor Participant's participation in the Activity, including such claims which allege negligent acts or omissions of Kualoa, its agents and employees. The Undersigned promises not to sue Kualoa or its insurers, officers, shareholders, agents, employees or others rendering services on behalf of Kualoa for any claims, including claims based upon the alleged active or passive negligence, or otherwise, or upon any alleged breach of any statutory duty or obligation.



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General Provisions

Kualoa is not responsible for lost/stolen items, damage to personal belongings or vehicles, or other damages that may occur while the Participant/Minor Participant is on Kualoa property.

The Undersigned understands that Kualoa may arrange for medical aid and/or medical transportation and the Undersigned agrees to be responsible for and to pay all costs related to such medical treatment and/or transportation.

The Undersigned does hereby agree to follow all rules and instructions for the safe operation of the equipment and to use due care to avoid injury to himself/herself or others.

The Undersigned does hereby give permission for Kualoa to take photographs, videos, and other images of the Participant/Minor Participant, and agrees that such images may be published or otherwise used for advertising, publicity, promotion or such other purpose as is deemed appropriate by Kualoa.

The Undersigned understands that participants who choose not to participate in the entirety of the Activity may not be entitled to any refund of the costs/fees paid to Kualoa.

The Undersigned does hereby state that he/she is signing this waiver, release of all liability, assumption of risk and photo release of his/her own free will and is in no way inhibited from making informed decisions due to consumption of alcohol, drugs or any other mind altering substance or condition.

This Waiver, Release of All Liability, Assumption of Risk and Photo Release Agreement shall be governed by the laws of the State of Hawaii and any disputes relating to this Agreement shall be subject to the exclusive jurisdiction of the Federal and State courts located in the City and County of Honolulu, State of Hawaii.

The Undersigned agrees that the foregoing release, waiver, assumption of risk, photo release and promise not to sue is intended to be as broad and inclusive as is permitted by law. If any portion hereof is held invalid or unenforceable, the Undersigned agrees that the balance shall, notwithstanding, continue in full legal force and effect. The Undersigned fully understands and intends to be bound by this Agreement and affirms that the Undersigned is eighteen (18) years of age or older and under no legal disability.

Participant Signature

Date

Print Name

CONSENT BY MINOR'S PARENT OR LEGAL GUARDIAN

Name of Minor Participant

Date of Birth of Minor Participant

I represent that I am the parent or legal guardian of the Minor Participant named above. I have read and fully understand and agree to this Waiver, Release of All Liability, Assumption of Risk and Photo Release Agreement on behalf of the minor and the minor's family, heirs and personal representatives.

Parent or Legal Guardian Signature

Date

Print Name