

Snow Snake's Zip Line Tour Participate Requirements

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 • Epilepsy • Asthma • Diabetes
- Taking any blood thinning medications
- Insulin dependent
- Severe recent, reoccurring or existing injuries
- If you have severe allergic reactions

If you have ANY medical considerations list them below: (leaving the lines below blank indicates none)

You cannot participate in the Zip Line 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.

You cannot participate in the Zip Line Tour if you:

- Have tested positive for COVID-19 and have been directed to stay at home and self-isolate by a doctor or care provider
- If you have come in contact with someone who has tested positive for COVID-19 in the last 14 days.

Participation Waiver and Release Form

This form must be signed by all participants prior to going on the Snow Snake Mountain, Inc. Zip Line Tour activity. 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. The person who is participating in the Snow Snake Mountain, Inc. Zip Line Tour activity or any other event or program with Snow Snake Mountain, Inc. 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 participating in a Zip Line Tour activity, walking, hiking, climbing on steps and slopes, zipping, traveling to and from the activity site (hereinafter referred to as the "Activity") can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH.

I, the undersigned participant, acknowledge that I have voluntarily applied to participate in the ACTIVITY operated by Snow Snake Mountain, Inc. Zip Line 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.

1. Acknowledgement of Risks:

I understand that the Activity may expose participants to certain risks which cannot be avoided. The activity requires moderate physical exertion and is conducted at varied heights. Among the hazards and risks of the activities and use of the premises and equipment include but not limited to the following: falls; collisions; abrupt and possibly harmful contact with structures or objects and persons; anxieties and fears associated with heights; close contact with other people; coordination and misjudgments on the part of participants or negligence of guides; the failure of structures or equipment; and the unpredictable forces of nature. 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, and in extreme cases, 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. Participants acknowledge that this activity is purely voluntary. I, the undersigned, choose to participate with full knowledge of the inherent risks in such activity.

The Snow Snake Mountain, Inc. Zip Line Tour activity is designed for participants in reasonably good health. Due to the nature of the tour, we reserve the right to refuse participation to anyone. The Snow Snake Mountain, Inc Zip Line Tour activity is operated in an isolated environment, immediate medical attention may not be available. We cannot be responsible for any valuables dropped from the tour or left in your vehicle. You must sign the Voluntary Participation Agreement Form below prior to participation.

2. COVID-19:

The Snow Snake Mountain, Inc Zip Line Tour activity is taking extra precautions with the care of all employees and guests to include a health history review and enhanced sanitation/disinfecting procedures in compliance with the CDC, OSHA, and MIOSHA guidelines. The symptoms of COVID-19 are: fever, fatigue, dry cough, difficulty of breathing, muscle or body aches, headache, new loss of smell or taste, sore throat, congestion or runny nose, nausea or vomiting, and/or diarrhea. All visitors must read carefully, understand, and comply with the COVID-19 guidelines. By signing this waiver you agree: 1) I understand the above symptoms and affirm that I, as well as all household members, do not currently have, nor have experienced in the last 14 days, the symptoms above, 2) I affirm that I, as well as all household members, have NOT been diagnosed with COVID-19 within the past 30 days, 3) I affirm that I, as well as all household members, have not knowingly been exposed to anyone diagnosed with COVID-19 within the past 30 days, 4) I affirm that I, as well as all household members, have not traveled outside of the country or to any city considered to be a "hot spot" for COVID-19 infections within the past 30 days, 5)

I understand that Snow Snake Mountain, Inc. Zip Line Tours cannot be held liable for any exposure to the COVID-19 virus caused by misinformation on this form or health history provided by each guest. Our business is following the enhanced procedures listed on the Snow Snake Mountain, Inc.'s website.

As a guest of Snow Snake Mountain, Inc. Zip Line Tour, I will 1) frequently sanitize hands, 2) wear a face covering, 3) maintain the separation recommended by health authorities (6 feet) except when momentarily unavoidable (for example, when attaching to and detaching from the zip line), and 4) immediately report to staff any condition or conduct which might indicate the presence of or contribute to the spread of COVID-19 or any other communicable disease.

3. Assumption of Risks:

I understand that the ACTIVITY is hazardous. I am voluntarily participating in this ACTIVITY with knowledge of the dangers involved. I hereby accept any and all risks of injury or death to myself or any minor children or child of which I am a parent or legal guardian, arising out of or in any way connected with the use of the ACTIVITY, the Snow Snake Mountain, Inc. and/or any of the affiliated organizations of Snow Snake Mountain, Inc.

4. Release and Indemnity:

As consideration for being permitted to participate in the Activity, 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 Snow Snake Mountain, Inc. Zip Line Tours, Snow Snake Mountain, Inc. its directors, 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 or my minor children or 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 children or 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 and unimpaired by such holding.

6. Additional Provisions:

I, an adult participant or the parent/guardian of a minor participant, authorizes Snow Snake Mountain, Inc. Zip Line Tours 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 Michigan, and any mediation or suit shall take place only in that State in the County of Clare or in the Federal Court for the State of Michigan.

7. I, on behalf of myself and any minor children or 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 Snow Snake Mountain, Inc. Zip Line Tours for purposes it deems appropriate without compensation to myself or the child.

8. I the Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this Agreement shall be binding upon the assignees, subrogates, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

9. This represents that I can read and understand the English language.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE PROVISIONS OF THIS AGREEMENT INCLUDING MY WAIVER OF CLAIMS AGAINST SNOW SNAKE MOUNTAIN, INC. ZIP LINE TOURS. I HAVE NOT RELIED UPON ANY OTHER REPRESENTATION OR STATEMENT, WRITTEN OR ORAL.

PLEASE PRINT. Leave no lines blank. List each Participant's information individually and sign.

Participant's Name: _____ Birthdate: _____ Height: _____ Weight: _____ lbs.

Address: _____ City: _____ State: _____ Zip: _____

Cell Phone: _____ Email: _____

Participant's Signature: _____ Date: _____

Parent/Guardian Signature: _____ Relation: _____ Date: _____

Emergency Contact: _____ Phone: _____ Relation: _____

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