

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration of participating in the programs (collectively, the "Activities") operated by Ozark Mountain Zipline, LLC (including without limitation doing business as "Branson Zipline and Canopy Tour", "Branson Zipline and Canopy Tours", "Branson Zipline Canopy Tours", "BransonZipline.com" or "Branson Zipline") and/or purchasing a ticket or otherwise being granted permission to do so and/or enter upon the equipment, facilities and/or premises upon which the Activities do or may occur (collectively, the "Premises"), I represent that I am at least eighteen (18) years of age, that I understand the nature of these Activities, and that I am qualified, within the required weight range and other minimum eligibility requirements for the Activities, in good health, and in proper physical condition to participate in such Activities. Further, I am aware that if I am participating in a combination tour, I realize that Ozark Mountain Zipline, LLC is not affiliated with the companies offering the portions of the tour not operated by Ozark Mountain Zipline, LLC.

ASSUMPTION OF THE RISK. I fully understand that the Activities and the Premises involve inherent and other risks, hazards and dangers to myself property, and third parties that may include but are not limited to misinformation and instructions or the lack thereof, equipment malfunction or misuse, falling, impacting or being impacted by objects or other participants, property damage, inadvertent and/or unwelcome touching, panic and/or hurt feelings, serious emotional trauma or bodily injury, permanent disability, partial or total paralysis, illness, disease, scrapes, cuts, bites, stings, broken bones, sprains, neurological damage or death, which may be caused by my own actions, or inactions, or those of others participating in the Activities, the conditions in which the Activities takes place, hidden or latent defects in the Premises, or the negligence of the Releasees named below. I further understand that there may be risks either not known to me or not readily foreseeable at this time and I am voluntarily entering upon the Premises and/or participating in the Activities with knowledge of the same and fully accept and assume all such risks and all responsibility for losses, cost, and damages that I incur as a result of my participation in the Activities and/or presence upon the Premises. Any employee or agent of Ozark Mountain Zipline, LLC may (but shall not be required to) call for, perform or permit first aid or other medical care for, to or on me (or transport me to a medical clinic, hospital or other facility) if, in the opinion of such employee or agent, appropriate in the circumstances, and in such event (i) I hereby authorize any first aid or health care provider to carry out such emergency medical treatment deemed necessary for me by such provider, and (ii) I hereby agree to pay all costs and expenses associated with such care, transportation and/or treatment and to indemnify and hold harmless all Releasees therefrom.

RELEASE OF LIABILITY. I hereby release, discharge, and covenant not to sue Ozark Mountain Zipline, LLC, its affiliates, and their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, vendors, tour operators, advertisers, and, if applicable, owners and lessors of the Premises, each of which shall be considered a Releasee hereunder, from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of Releasees or otherwise, including without limitation negligent rescue operations, and I further agree that if, despite this *Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement*, I make, or anyone on my behalf makes, a claim of any type against any of the Releasees (including without limitation as to their negligence), I will indemnify, defend, save, and hold harmless each of the Releasees from and against any and all loss, liability, damage, or cost, including reasonable attorneys fees, which they may incur as the result of such claim.

PHOTOGRAPHIC RELEASE. I hereby grant and convey unto Ozark Mountain Zipline, LLC all right, title, and interest in any and all photographic images and video or audio recordings (including without limitation as to my name, actions, portrayal, image, voice and/or likeness) made by Ozark Mountain Zipline, LLC during the Activities, including, but not limited to, any royalties, proceeds, or other benefits obtained from such photographs or recordings.

OTHER. I have read the foregoing *Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement*, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature; I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that, if any portion of this *Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement* is held invalid, the balance shall continue in full force in effect. I understand that this *Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement* shall be governed by the laws of the State of Missouri and that any claim, lawsuit, other action must be filed only in the state or federal courts located within Greene County, Missouri.

I HAVE CAREFULLY READ, FULLY UNDERSTAND, AND VOLUNTARILY SIGN THE ABOVE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, AND INDEMNITY AGREEMENT AND ACKNOWLEDGE THAT IT SHALL BE EFFECTIVE AND BINDING UPON ME, MY HEIRS, EXECUTORS, REPRESENTATIVES, AND ASSIGNS. BY MY SIGNATURE BELOW, I HEREBY GRANT PERMISSION FOR OZARK MOUNTAIN ZIPLINE, LLC, OR ANY OF ITS AFFILIATES, PARTNERS OR ASSIGNS, TO CONTACT ME VIA ANY OF THE METHODS/INFORMATION BELOW REGARDING ANY PRESENT OR FUTURE PRODUCTS, SERVICES OR OFFERS.

Signature of Participant

Printed Name of Participant

Date: _____

Address: _____

Email: _____

Phone: _____