

**MARKIN FARMS HOLDINGS, LLC
AND
ZIPLINE ADVENTURES, LLC
LIABILITY WAIVER & AGREEMENT**

Please read and be certain you understand the implications of signing

By signing this agreement, I acknowledge that I understand that any activity conducted on the property owned by Markin Farms Holdings, LLC and operated by ZipLine Adventures, LLC (“Premises”) is hazardous and may result in serious injury, perhaps death. Such activities include but are not limited to Zipline, paint ball, nature trails, Frisbee golf, corn maze, children’s play area, moon bounce, camping and all other activities that may be offered on the subject Premises. By signing this agreement, I acknowledge that I have read this liability waiver and agreement and that I am waiving any claim as set forth herein for myself, family members and those minor children for whom I am guardian or acting in *loco parentis*. In consideration of being permitted to purchase a ticket(s) and use Markin Farms Holdings, LLC facilities, I hereby release, waive, discharge and covenant not sue Markin Farms Holdings, LLC, and ZipLine Adventures, LLC, together with their agents, directors, representatives, employees, managers, officers, owners, participants, representatives, volunteers, and all other persons or entities acting in any capacity on their behalf from all liability to me, my family members, the minor children for whom I am guardian or acting in *loco parentis*, and my and their personal representatives, assigns, heirs, and next of kin and estate from any and all loss or damage including personal injury and/or death and any claims or demands therefor on account of injury whether caused by negligence of those being released herein or otherwise while I or those in my charge are in or upon Markin Farms Holdings, LLC facilities, the parking lot, and all property owned or operated by those herein being released. I hereby agree to fully assume the risk and full responsibility of bodily injury, death or property damage due to the negligence of those being released herein and assume the risk on behalf of those whom I am guardian and/or acting in *loco parentis* while in or upon the property of those being released herein. I acknowledge and agree that there are inherent risks of serious bodily injury and/or death associated with the subject activities and the purpose, scope and nature of this liability waiver and agreement is to be interpreted as broadly and inclusively as permitted by the law of the state of Ohio in favor of waiving liability and that if any portion hereof be held invalid, I do expressly agree that the remaining provisions shall notwithstanding continue in full force and effect. I further agree to the irrevocable and unrestricted right to use by Markin Farms Holdings, LLC, or ZipLine Adventures, LLC, for any and all purposes, including without limitation video, still photographs of me, my family members and those minors in my charge, or in which I may be included, for editorial trade, advertising, and any other purpose and in any manner and medium. I have been warned and cautioned to read the weight, size, and other restrictions for the various Markin Farms Holdings, LLC, and/or ZipLine Adventures, LLC activities and understand that failure to adhere to any posted warnings, limitations, and/or restrictions could result in serious personal injury or death and hereby expressly waive any claims caused by any such failure for myself, family members and those minor children for whom I am guardian or acting in *loco parentis*.

I, the undersigned, have read and voluntarily sign this Markin Farms Holdings, LLC, and ZipLine Adventures, LLC Liability Waiver & Agreement on behalf of myself, family members and all minor children for whom I am guardian and/or acting in loco parentis. I hereby declare that I am not under the influence of, nor will I use any recreational drugs or alcohol, while participating in any activity operated by ZipLine Adventures, LLC and/or at or on Markin Farms Holdings, LLC property.

Please Initial Each Item Below

_____ 1. I understand the nature of the activities in which I will be engaged. I understand there are risks of injury and death associated with these activities. I acknowledge and voluntarily assume the risks of illness, injury, and death associated with these activities, inherent and otherwise, and whether or not described above, including those which may result from negligent acts or omissions of other participants or staff.

_____ 2. I hereby release, indemnify, and hold harmless ZipLine Adventures, LLC, its owners, agents, representatives, and employees, and Markin Farms Holdings, LLC, its owners, agents, representatives, and employees (the Released Parties) from, and agree not to sue them for, any liability for any and all causes of action, claims and demands of any kind and nature whatsoever that may arise out of or relate in any way to my or my minor child's enrollment or participation in the Released Parties' programs and/or activities provided by the Released Parties. The claims hereby released and indemnified include claims of negligence of a Released Party, but not the claims of gross negligence or willful injury.

_____ 3. I accept responsibility for any expenses that may be incurred for any illness or injury that may result from my, or my minor child's participation in the Released Parties' programs/activities, including the cost of evacuation, hospitalization, and medical treatment and any sum payable to anyone by reason of any injury or loss of life that I may sustain through my participation in the Released Parties' programs/activities.

_____ 4. I am the parent or guardian of the minor child(ren) whose signature(s) appear on this form. I have discussed the terms of the above Agreement with my child and am assured by my child that he or she understands the agreement and has freely accepted the terms. I give my child permission to participate in the Zipline program. My signature below reflects my agreement to fully release the Released Parties, as provided above, from any claims which I may have, and, to the fullest extent allowed by law, to release such persons on behalf of my child(ren), for any claims the child(ren) may have.

_____ 5. I am physically able to safely complete the Zipline program. My participation in these activities is solely voluntary. No one is forcing me to participate, and I have elected to participate in spite of the known and disclosed risks. I am not pregnant. I am not currently under the influence of alcohol, illegal drugs, or impairing legal drugs.

_____ 6. Released Parties reserve the right to use voice, video or other photographic images of Participant for future marketing, educational, or other purpose, and Participant (and Parent) hereby consent to such use, without compensation.

_____ 7. I agree that the laws of the State of Ohio shall govern in this agreement and that the courts with jurisdiction in Logan County shall have jurisdiction in any dispute that may arise between Participant and Provider.

_____ 8. I agree that should any part of this agreement be judged invalid by a court with proper jurisdiction, that all other parts not so judged shall nevertheless remain valid and in full force and effect.

_____ 9. I have read, fully understanding, and hereby agree to the terms of this agreement. I acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representatives, and estate.

PLEASE PRINT CLEARLY EACH PARTICIPANT'S FULL INFORMATION AND SIGN INDIVIDUALLY. THE FINAL LINE IS REQUIRED IF PARTICIPANT IS UNDER 18 YEARS OF AGE.

Provider may refuse participation in its ZipLine program to any person that its owners, agents, or employees deem a hazard to themselves or to others. Provider may alter its published or announced requirements for participation in its ZipLine program and for use of its property at any time and for any reasons that it may deem appropriate.

Name _____ **Age** _____ **Height** _____ **Weight** _____

Address: _____

Telephone: _____ **Email:** _____

Medical Conditions: _____

Signature: _____

Name of Guardian: _____ **Signature of Guardian:** _____

Name _____ **Age** _____ **Height** _____ **Weight** _____

Address: _____

Telephone: _____ **Email:** _____

Medical Conditions: _____

Signature: _____

Name of Guardian: _____ **Signature of Guardian:** _____

Name _____ **Age** _____ **Height** _____ **Weight** _____

Address: _____

Telephone: _____ **Email:** _____

Medical Conditions: _____

Signature: _____

Name of Guardian: _____ **Signature of Guardian:** _____

Name _____ Age _____ Height _____ Weight _____

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Telephone: _____ Email: _____

Medical Conditions: _____

Signature: _____

Name of Guardian: _____ Signature of Guardian: _____

Name _____ Age _____ Height _____ Weight _____

Address: _____

Telephone: _____ Email: _____

Medical Conditions: _____

Signature: _____

Name of Guardian: _____ Signature of Guardian: _____

Name _____ Age _____ Height _____ Weight _____

Address: _____

Telephone: _____ Email: _____

Medical Conditions: _____

Signature: _____

Name of Guardian: _____ Signature of Guardian: _____