

# Bay View Mini-Putt and Zipline

## Registration, Assumption of Risk, Release/Wavier of Liability and Indemnification

ALOHA and welcome to Bay View Mini-Putt and Zipline, and to the variety of activities we offer. As consideration for the opportunity to participate in these activities and to minimize risks associated with such activities, you agree to follow the instructions and safety rules as explained by the activity guides, to complete the Participant Information section below, and to read and sign the attachment regarding your rights. We appreciate your cooperation and understanding of our efforts to make this program as safe as reasonably possible.

<b>Participant Information</b>
PARTICIPANTS NAME (PRINT) _____ AGE _____
HOME ADDRESS _____ EMAIL _____
CITY _____ STATE _____ ZIP _____ PHONE _____
IN CASE OF EMERGENCY, NOTIFY:
NAME (PRINT) _____ RELATIONSHIP _____ PHONE _____
MY WEIGHT _____ LBS.

Assumption of Risk, Release/Waiver of Liability and Indemnification

### **PARTICIPANT REPRESENTATIONS**

I understand that there are certain risks inherent in the activities offered through Bay View Mini-Putt and Zipline. I represent that I am qualified to participate in these activities by my general good health and proper physical condition, including being within the allowable weight range. I do not have any physical or mental condition (including, but not limited to: knee, ankle, and/or back injury; heart condition; and/or pregnancy) that could affect my safety while participating in these activities and I agree to follow all instructions given to me by the Bay View Mini-Putt and Zipline Staff while I am on the premises and while I am participating in the various activities on the premises.

### **ASSUMPTION OF RISK & RELEASE/WAIVER OF LIABILITY**

I have voluntarily chosen to participate in one or more activities offered by Bay View Mini-Putt and Zipline. I am aware that these activities involve physical activity including, but not limited to, walking, hiking, climbing stairs and bridges and/or lifting things. I understand that there are risks, hazards and dangerous conditions inherent in my participation in these activities; such risk, hazards and dangerous conditions could result in serious bodily injury, permanent disability, partial or total paralysis, or death. I acknowledge that the description of these risks is not complete and that other unknown or unanticipated risk may result in injury or death. I understand that, by my choice, I am assuming responsibility for all risks of illness, injury or death, whether such risks are identified herein or are not specified, that may occur as a result of my participation, that may be caused by my own actions or inactions or those of other participants, or that may be caused by the conditions in which the Activities take place or by the negligence of the Released parties named below. I, for myself and my heirs, executors, personal representatives, administrators, estate, spouse, marital estate and assigns, hereby release, discharge and covenant not to bring any claim, action, or lawsuit against GoZip LLC, Bay View Mini-Putt LLC, Central Pacific Bank and their affiliated companies, owners, officers, agents, employees and other persons or entities involved with the Bay View Mini-Putt and Zipline (collectively the "Released parties") for injuries, losses or damages I may suffer as a result of my participation.

**INDEMNIFICATION**

I agree to indemnify and hold the Released Parties harmless from any and all losses, claims, actions, costs, expenses or proceedings of any kind which may be initiated by any third party, entity or organization for its loss or damage arising out of my participation in the activities at the Bay View Mini-Putt and Zipline, including reimbursement of all legal costs and reasonable attorneys' fees incurred by the released Parties in defending against any such claim, action or proceeding.

**PHOTOGRAPHIC RELEASE**

I hereby grant and convey unto GoZip LLC all right, title and interest in and to any and all photographic images and video or audio recordings that may include my image, taken during my time on the premises or while engaged in the Activities and that were taken and/or made by staff of GoZip LLC, Bay View Mini-Putt and Zipline, and any of their affiliated companies.

**RESERVATION OF RIGHTS**

I understand that GoZip LLC reserves the Right to refuse, or may terminate at any time, at my expense, my participation in any of the activities if it believes I am either unable or unwilling to satisfy the qualifications for participating in the activity. I accept their right to take such actions for the safety of myself and/or other participants.

**I HAVE CAREFULLY AND THOROUGHLY READ THIS AGREEMENT. I UNDERSTAND THAT IT IS A WAIVER AND RELEASE OF ANY AND ALL LIABILITY AGAINST THE RELEASED PARTIES, AND I FREELY AND FULLY AGREE TO BE BOUND BY ITS TERMS. I HAVE WRITTEN ON THIS FORM ALL PHYSICAL AND MENTAL CONDITIONS (INCLUDING, BUT NOT LIMITED TO KNEE, ANKLE, AND/OR BACK INJURY; HEART CONDITION; AND/OR PREGNANCY) THAT COULD LIMIT MY ABILITY TO PARTICIPATE IN THIS ACTIVITY. IF ANY PART OF THIS AGREEMENT IS DEEMED UNENFORCEABLE, ALL OTHER PARTS SHALL BE GIVEN FULL FORCE AND EFFECT. I AGREE TO FOLLOW ALL INSTRUCTIONS AND SAFETY RULES.**

PARTICIPANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**MUST BE SIGND BY PARENT OR LEGAL GUARDIAN IF PARTICIPANT IS UNDER 18 YEARS OF AGE**

PARENT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PARENT'S NAME PRINTED: \_\_\_\_\_