

## SUNBURST STABLES

### RELEASE OF LIABILITY FOR NEGLIGENCE, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing

#### I. Express Assumption of Risk Associated with Ziplining

\_\_\_\_\_ am aware that Sunburst Stables  
(please print First Name, Middle Name and Last Name of Participant)

Provides RECREATIONAL services, My participation in Sunburst Stables involves RECREATIONAL activities including, but not limited to: walking approximately 100 yards on uphill slopes and uneven terrain: walking or standing on loose gravel and uneven terrain: climbing: standing or walking near unguarded slopes and steep cliffs: Swinging with the use of cables, harnesses and ropes at heights up to 100 feet above the ground; moving and landing at high speeds and with the use of cables, ropes and harnesses; traveling by vehicle on paved and unpaved rough, dirt roads to and from the premises of Sunburst Stables in a vehicle provided by Sunburst Stables. **I AM AWARE THAT THESE ACTIVITIES MAY BE DANGEROUS, AND THAT PARTICIPATION IN THESE DANGEROUS ACTIVITIES CAN RESULT IN PROPERTY DAMAGE, SERIOUS INJURY OR DEATH.**

I have been fully informed of the inherent hazards and risks associated with my participation in Sunburst Stables. These hazards and risks include, but are not limited to the following:

(Please read carefully. After reading, initial in the space provided)

1. \_\_\_\_\_ Equipment used by me or others could fail or malfunction.
2. \_\_\_\_\_ I could fall while walking, standing, or using zip lining equipment.
3. \_\_\_\_\_ My clothing, hair, or hands could become caught in zipline equipment or cables, I could injure my hands by grabbing the zipline cable.
4. \_\_\_\_\_ While using zipline equipment, I could suffer injuries while landing by colliding with the ground, a support column, another participant, or a guide, or in some other fashion.
5. \_\_\_\_\_ This activity takes place outdoors and therefore I will be exposed to risks associated with exposure to elements, including sun, wind, rain, or snow, lightning, excessive heat, and encountering objects either natural or manmade.
6. \_\_\_\_\_ As a result of my own negligence, or the negligence of my guides, or Sunburst Stables, or of other participants, I may fall and/or suffer serious injury or death.
7. \_\_\_\_\_ Guides, and Sunburst Stables, may negligently misjudge weather or terrain, or the expertise or the comfort level of participants: Guides and Sunburst Stables, may improperly or negligently use, adjust, or check harnesses, cables, ropes, or other equipment: Guides and Sunburst Stables, may negligently fail to provide adequate supervision of participants, or adequate training for participants; Guides and Sunburst Stables may improperly or negligently operate a motor vehicle in which I am an occupant.
8. \_\_\_\_\_ I will travel on paved roads on rough, unpaved dirt roads to and from the premises of Sunburst Stables, in my own vehicle or in a vehicle provided by Sunburst Stables.
9. \_\_\_\_\_ I may encounter adverse plants, insects, reptiles, deer, and other animals.
10. \_\_\_\_\_ While participating in Sunburst Stables I will be in remote locations where there are no available medical facilities
11. \_\_\_\_\_ I or others may suffer from dehydration, heat, fatigue, chill, and/or dizziness, which may diminish my reaction time and increase the risk of accident.

**I understand the description of these risks is not complete, and that unknown or unanticipated risks may result in injury, illness, or death.**

Do you have any health issues that may affect your ability to participate in Sunburst Stables zipline tour? \_\_\_\_\_

\_\_\_\_\_ (initial) I have been informed of the weight requirements (minimum of 30lbs/ Maximum of 250 lbs)

OVER

## II. Release of Liability for Negligence, Waiver of Claims, and Indemnity Agreement

In consideration for being permitted to participate in the activities described above and related activities, I hereby agree, acknowledge and appreciate that:

- I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL PROPERTY DAMAGE, INJURY, DISABILITY, DEATH, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE**, the following named persons or entities, herein referred to as Releasees: Sunburst Stables DBA Computech Comm. Inc. and its employees, subcontractors, agents, and Guides;
- I understand that guides ("The guides") will accompany me while I participate in Sunburst Stables and will direct and assist me and other participants in our activities. I further understand that the guides may not be employees or contractors of Sunburst Stables. **I HEREBY RELEASE THE GUIDES AND HOLD THEM HARMLESS FROM ANY AND ALL LIABILITY OF ANY KIND FOR PROPERTY DAMAGE, INJURY, OR DEATH arising from my participation in Sunburst Stables, whether caused by NEGLIGENCE OR OTHERWISE;**
- I, on behalf of myself and my estate, heirs, successors, survivors, assigns, guardians, agents, and personal representatives, hereby agree and warrant that: a) I waive any and all claims against the Guides and other Releasees; b) I will not sue or assert any claim or cause of action, whether before a court of law or otherwise, against the Guides and other releasees; c) I will defend, indemnify, and hold harmless the Guides and other releasees for injuries, death, or property damage caused by or related to my participation in Sunburst Stables whether caused by active or passive negligence of the guides and other releasees or otherwise; d) if I take legal or other action that is contrary to the terms of this release, I will be responsible for the payment of all attorney fees and costs incurred by the Guides and other releasees; e) I agree that if I bring legal action of any kind arising out of my participation in Sunburst Stables tours, I will bring such legal action only in courts in the state of Georgia. I agree that Georgia courts shall have exclusive jurisdiction over any such legal action, and I hereby waive my right to bring any such legal action in courts or bodies in any other state or jurisdiction.

By entering into this agreement, I am not relying on any oral or written representation or statements made by the guides or other releasees, other than what is set forth in this agreement.

**This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.**

**I HAVE READ THIS RELEASE OF LIABILITY FOR NEGLIGENCE, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENTS.**

\_\_\_\_\_  
Signature of participant (Or legal guardian for participant listed )

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(Print) Name of Participant

\_\_\_\_\_  
(Print) Address

\_\_\_\_\_  
(Print) City, State, Zip

\_\_\_\_\_  
E-mail address

How did you hear about us? \_\_\_\_\_