



ArborTrek Canopy Adventures at Smugglers' Notch
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Participation Agreement including Acceptance of Risks and Agreements of Release and Indemnification

This form must be read, acknowledged and signed by all Participants, adults and minors (persons under 18 years of age) AND by a parent or court-assigned, legal guardian (each referred to as "Parent") of a minor Participant. Parent signs for himself or herself and on behalf of the minor child. No applicant may participate in a program unless this form is read and acknowledged by signature of the Participant and/or Participant's Parent. The parties to this agreement are ArborTrek/Smugglers' Notch, LLC doing business as ArborTrek Canopy Adventures at Smugglers' Notch of Jeffersonville, Vermont ("Provider") and the persons signing below ("Participant" and "Parent").

Description of Activities: The Zip Line Canopy Tour, Treetop Obstacle Course, Climbing Adventure, Team Building, and related adventure programs provide opportunities for adventure recreation and environmental education. Participants may participate in some or all of the following elements depending on the program they have booked:

1. **Zip Lines.** High cable traverses using harnesses and associated hardware. Riders zip through the forest canopy and are challenged to grapple with such issues as the difficulty of taking first steps, confronting a fear of heights, and the risks of accepting these and other new challenges.
2. **Sky Bridges/Challenge Course Obstacles.** Obstacles may include but are not limited to horizontal and incline bridges, rope swings, cargo net traverses, wobbly bridges, cable traverses, swinging logs, balance beams, mechanical free fall/lowering systems and rappels. Participants wear harnesses attached to lanyards clipped in to overhead steel cables for traversing elements; overhead rope or cable belays are used to secure participants for rope swings and rappels where the participants will be lowered. Obstacles invite participants to test their emotional and physical limits, and the experience usually provides dividends in the form of greater self-confidence and self-respect.
3. **Climbing.** Climbing includes routes with artificial climbing holds on uneven simulated rock surfaces, tree climbs with artificial climbing holds, and vertical obstacles constructed of wood, ropes, steel hardware, cable, and other props, all of which may be wet or slippery. Participants wear harnesses attached to an automated mechanical belay system to arrest falls and lower participants to the ground in the case of a fall or upon completion of the climb.
4. **Group Initiatives/Team Building.** Challenging activities with varying degrees of physical and emotional risk, some of which may require physical spotting to reduce the incidence of injury. Activities may range from low-risk (passing a ball in a pattern around a circle) to high-risk (climbing a 12-foot wall with assistance from other group members). Initiatives give a group practice in collaboration, problem-solving, communication, and leadership sharing; and are particularly valuable for building a greater sense of community among members.
5. **Hikes.** Short hikes on uneven terrain and trails which may be wet, slippery, or covered with snow and ice at different times of the year.

Tour groups on the Zip Line Canopy Tour will generally consist of groups of eight participants accompanied by two guides. The tour through the forest canopy will be led by staff trained to guide participants toward their desired educational and recreational outcomes. Equipment will be fitted and checked by staff, progress throughout the tour will be closely monitored by guides, and all equipment transfers will be performed by guides or by participants under close supervision of a guide. Participants must be reasonably fit and able to control the speed of their travel along the zip lines by grasping the cables with leather gloves. They may also be required upon occasion to pull themselves along a stretch of cable if they should lose momentum before reaching any given landing platform (guides may assist with this process). Participants on the Treetop Obstacle Course proceed through the course at their own pace. Progress is monitored by trained staff located on the ground and occasionally on the course. Equipment transfers are completed by individuals on the course using a mechanical belay device with a key system to prevent unexpected removal from the flexible life-line system. Participants must be reasonably fit and prepared for a physical challenge. Climbing programs and team building programs are monitored and overseen by trained staff.

By execution of this document, Participant acknowledges that he/she has read, understands, and meets all of the physical and medical restrictions and requirements for participation provided in Participant's reservation confirmation and on the website. Participant understands and agrees that if at the time of check-in or any time during the tour/program, it is determined in the sole and total discretion of Provider that Participant does not meet the posted requirements, or that in the sole and total discretion of Provider the participation of Participant may lead to a higher risk of danger to Participant and/or others participating with Participant, Participant will be denied access to the course without refund.

Medical Concerns: The programs are designed for use by participants of **average mobility and strength who are in reasonably good health.** Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, arthritis, tendonitis, and other joint and musculo-skeletal problems may all impair the safety and well-being of participants on the courses, as may other medical and psychological and psychiatric problems. All such conditions may increase the inherent risks of the experience and cause the Participant to be a danger to himself or others. Participants with underlying medical conditions, including those set forth in the paragraph above, that may put them at greater risk of injury or illness during a tour must carefully consider those risks before choosing to participate, and they must fully inform tour staff **in writing** of any such condition prior to the beginning of the tour. Provider reserves the right to exclude any applicant from participation, for medical, safety, or other reasons.

Inherent and Other Risks: The risk of serious injury during participation in the Zip Line Canopy Tour, Treetop Obstacle Course, Climbing Adventure, Team Building outing and other related programs is inherent to any participant, regardless of their physical condition. The risk of injury exists by reason of falls, collision and contact with other participants and fixed objects, moving about the grounds on which the activities are initiated and conducted, and otherwise. A number of risks are inherent to the activities. **These are risks that cannot be eliminated without changing the essential nature and educational and other values of the activities. The emotional risks range from simple hurt feelings to panic and psychological trauma (fear of heights, for example). The physical risks range from small scrapes, cuts and bruises to bites and stings, broken bones, sprains, neurological damage, weather illnesses and, in extraordinary cases, even death, including by drowning.** The property on which the tour is located includes rocky and wooded terrain, wet lands, cliffs, ravines and creek beds, with potentially harmful plants and animals, including snakes and other creatures which may bite or sting. Injuries may be a natural consequence of the activity undertaken, a consequence of structural design or failure, as a result of environmental hazards (including terrain and weather), a result of errors of judgment or other negligence of staff or participants, or otherwise; and may occur in spite of the reasonable efforts of staff to prevent them. In all such cases, these inherent risks, and other risks that may not be inherent, must be accepted by those who choose to participate.

In consideration of the Zip Line Canopy Tour, Treetop Obstacle Course, Climbing Adventure, Team Building, or other related program which I and my group have contracted for with Provider, and/or the use of its facilities, I (we) the undersigned Participant(s), and the Parent of a minor Participant (for himself or herself and on behalf of the minor participant), agree as follows:

