

## **VISITOR AGREEMENT**

### **(Including Acknowledgement and Assumptions of Risks, Agreements of Release and Indemnity, and Other Provisions)**

Please read this document carefully. It must be signed by all visitors (“Visitors”) to the premises and facilities of Lake Travis Zipline Adventures LLC and Lake Travis Waterloo Adventures LLC (together, “the Park”) who are fourteen (14) years of age and older. If the visitor is a minor (younger than eighteen years of age), at least one parent or guardian (parent and guardian being referred to below as “Parent”) must also sign, as evidence of his or her agreement to these terms and conditions for himself or herself and, to the maximum extent allowed by law, on behalf of the minor Visitor. Unaccompanied minors must be at least 17 years of age in order to participate in the zipline activities and at least 14 years old in order to participate in the aquatic challenge course. An unaccompanied minor must provide evidence that the signature of a parent or guardian is authentic, including by a photo copy of the signing party’s driver’s license.

In consideration for the services of the Park, its owners and operators I, Visitor and the Parent of a minor Visitor acknowledge and agree as follows:

#### **ACTIVITIES AND RISKS:**

Access to the Park is by boat only and may include boats operated by Park staff. Visitors are allowed to move about areas of the Park only within marked boundaries and may enter the water only in areas designated for water activities, including the aquatic challenge course described below. Except while participating in zipline and aquatic challenge course activities, Visitors move about the Park and enter the water at their own risk and should not assume that they are being supervised or even observed. Warnings and instructions, including by signs and Park staff, must be observed. Children under 14 must be accompanied by an adult at all times.

**COVID-19 : The threat of the Covid-19 virus (coronavirus, “the virus”) requires a heightened awareness of the disease and preventative measures to reduce the chances of infection, of Visitors and staff. All Visitors must read carefully, understand and comply with the “COVID-19 Update” posted at the Park’s website and ask questions if they are not clear about preventative measures required. Visitors must 1) be free of infection and circumstances which might indicate the possibility of infection, 2) frequently sanitize hands and equipment 3) wear a face cover 4) maintain the separation recommended by health authorities except when momentarily unavoidable (for example, when attaching to and detaching from the zipline), and 5) immediately report to staff any condition or conduct which might indicate the presence of or contribute to the spread of the virus, or any other communicable disease.**

The zipline tour activities include travel along the zipline (cables) at heights of up to 150 to 200 feet. Ziplines may descend steeply and will cross ravines and lake inlets. Travel from one zipline to another may be over steep and uneven ground and may be strenuous. Participants, instructed by staff, will be attached to the cable by means of a lanyard clipped onto the participant’s harness. The participant will then move, often with considerable speed, down and along that cable, to a stopping point at which, with the momentary assistance of staff, the participant will disconnect from the cable and move to another line, or off the tour. Participants share the responsibility with staff for assuring that they are properly attached to a lanyard before beginning down the zipline. A harness which is not attached to a secure point provides no protection, and a fall and serious injury are almost certain to occur. Several ziplines cross bodies of water which are deep enough to require swimming to safety

in the unlikely event of an equipment failure or other accident which causes the participant to land in that water. Participants may request personal floatation devices for tours on those ziplines. The risks of tours on such lines include water immersion and drowning. Participants will have an active role and responsibilities in their “zipping”, including preparedness for the beginning of the zip, landing and dismounting. The use of gear and other procedures will be described during a brief orientation prior to the tour. Zipline activities require moderate to vigorous physical exertion. Face covers will not be required while hiking as long as proper spacing between groups is maintained.

The modular aquatic challenge course (“the challenge course”) is an interconnected series of inflatable structures or obstacles, floating and anchored, over and on which participants climb, jump, bounce, slide, swing, and otherwise maneuver. The course offers four separate levels of participation, requiring different degrees of strength, agility and endurance. Participants are responsible for selecting a suitable level of challenge. Participants will be provided life vests **which must be worn and completely fastened at all times while on the course. Face covers should not be worn while in the water or on the obstacle course. Proper spacing must be maintained.**

**The following rules must be followed. 1) No swimming under the water features. 2) No head-first diving. 3) No rough play. 4) Movement down slides and ramps must be feet first. 5) No flips of any type – front or back. Failure to obey these Rules may result in expulsion from the Park and forfeiture of all fees paid.**

The Park offers water activities in addition to the challenge course, including stand-up paddle boards, floating lounges, kayaks and certain challenge elements not included in the aquatic challenge course. Recreational swimming is also available. Persons who rent or occupy the watercraft are solely responsible for their personal safety on the water. Boarding, boating and swimming activities will not be monitored by staff, and rescue or other assistance should not be expected.

Hazards and Risks: The activities of the Park, and its equipment, structures and premises expose Visitors to certain risks of injury and illness, including: accidents in transporting Visitors to the Park; falls; abrupt and possibly harmful contact with structures (fixed and moveable), watercraft and persons; anxieties and fears associated with heights; the possibility of close personal contact with other participants and staff, including the transmission of communicable diseases; carelessness and misjudgments, including negligence, of Visitors and the staff of the Park, including failing to follow proper procedures, instructions and the operating policies of the Park; the failure of structures and equipment; and the unpredictable forces of nature. The terrain of the Park may be uneven and unstable, particularly near the water. Poisonous plants and dangerous animals, including snakes and marine-life, may be encountered. Participants in the aquatic challenge course may become entangled in ropes and cables and entrapped beneath the elements of the course. Visitors may be exposed to communicable diseases, including the coronavirus described above, in other participants or staff. The Park is remote, and medical evacuation and care may be significantly delayed. The staff has no training for medical emergencies other than basic first aid and CPR.

Injuries and other losses arising from these and other risks include serious illness, breaks, sprains, strains, bruises and other contusions and in extreme cases emotional upset, anxiety and even death. Water activities, including wading, swimming, boating and the aquatic challenge course include the risks of prolonged water immersion and drowning. Watercraft may collide and capsize, throwing passengers into the water. training for medical emergencies other than basic first aid and CPR.

The risks described above, and others, are inherent in a visit to The Park and participating

in activities at the Park – that is, they cannot be removed without altering the nature of the experience. The description of risks above is not complete and other unknown or unanticipated risks may result in property loss, serious illness, injury or death.

**ASSUMPTION OF RISKS:**

I acknowledge and voluntarily assume the risks of illness, injury, and death associated with these activities, inherent or otherwise, and whether or not they are described above. I understand that Visitors may engage in other activities, supervised and not supervised. If the Visitor is a minor I, Parent, have discussed the activities and risks with him or her, the minor child understands them and wishes to participate nevertheless, and I consent to such participation, by my signature below.

**RELEASE AND INDEMNITY:**

**I, AN ADULT VISITOR OR PARENT OF A VISITOR WHO IS A MINOR ( FOR MYSELF AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, ON BEHALF OF THE MINOR), HEREBY VOLUNTARILY RELEASE AND AGREE NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS, LAKE TRAVIS ZIPLINE ADVENTURES LLC, WATERLOO ADVENTURES, LLC, SHIPTX GROUP, LTD., BFG INVESTMENTS PARTNERSHIP, LTD AND THEIR RESPECTIVE PARTNERS, OWNERS, DIRECTORS, EMPLOYEES, VOLUNTEERS AND INDEPENDENT CONTRACTORS, (THE “RELEASED PARTIES”) WITH RESPECT TO ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION WHICH ARE IN ANY WAY RELATED TO MY OR THE MINOR’S BEING ENROLLED IN OR PARTICIPATING IN ACTIVITIES AT THE PARK AND THE USE OF ITS EQUIPMENT OR FACILITIES. THIS AGREEMENT OF INDEMNITY INCLUDES, AMONG OTHERS, LOSSES CAUSED IN WHOLE OR PART BY MY, OR THE MINOR VISITOR’S, SPREADING OF A COMMUNICABLE DISEASE TO ANOTHER VISITOR OR STAFF. THE AGREEMENTS OF RELEASE AND INDEMNITY INCLUDE CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF A RELEASED PARTY, BUT NOT CLAIMS OF GROSS NEGLIGENCE OR INTENTIONALLY WRONGFUL CONDUCT.**

**OTHER PROVISIONS:**

1) Persons whose weight is less than 70 pounds or more than 250 pounds will not be allowed on the zipline tour. Persons younger than 7 years of age and/or less than 45 inches tall will not be allowed on the challenge course. I represent that my, or the minor child’s, weight, height and age conform to these requirements.

2) I represent that I, or my minor child, am/is fully capable of participating in this activity and have no current or past physical or psychological medical condition, including illness or disease, that would prevent participation in the activities at The Park or cause me, or the minor child, to be a danger to ourselves or to others. I authorize any qualified medical or para-medical provider, including a member of the Park staff, to administer or obtain emergency medical care for me or the child and to exchange medical information with the third party care provider. I hereby give permission for transportation to a medical facility or hospital. I accept responsibility for the costs of such medical care and transportation.

3) I understand and agree that if I or my minor child must be rescued I will bear the costs of the rescue or evacuation.

4) I represent that neither I nor the minor child is under the influence of alcohol or drugs when

signing this Agreement, and will not be under such influence when participating in zip line, water or any other activities associated with The Park.

5) I grant to The Park the right to use for promotional purposes any photograph or video images taken of me, or the minor child, while at The Park, without compensation.

6) Should a court of competent jurisdiction declare any portion of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect.

7) I agree that if a released party is forced to defend any action, lawsuit or litigation by me or my minor child or my or the child's executors, or heirs, or family on my or the child's behalf, I or my, or the child's, heirs or executors and I agree to pay released parties, their costs of litigation and attorney's fees if or to the extent they successfully defend such action, lawsuit or litigation.

8) I agree that the venue of any lawsuit or other litigation regarding my or the child's visit to The Park or the terms of this Agreement shall be in Travis County, Texas and governed by Texas substantive law (not including the laws of Texas which might invoke the laws of another jurisdiction.)

9) Personal information of Visitors will be kept confidential and will never be sold to third parties. It will be used ONLY for communications related to the services provided by Lake Travis Zipline Adventures of Austin TX or to give notice of special promotions and sales events.

I have read, and fully understand this agreement. I am aware that by signing this agreement I am waiving the rights described above which I (or the minor on whose behalf I sign), or my (or the minor's) heirs, next of kin, executors, administrators, assigns and representatives may have.

\_\_\_\_\_  
Print Name of Visitor, adult or minor

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Visitor, 14 years and older

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent or Guardian, if Visitor is a minor