

**EBL McCall LLC dba Zip McCall**  
**RELEASE OF LIABILITY AGREEMENT**  
***PLEASE READ CAREFULLY BEFORE SIGNING***

Name: (Please Print) \_\_\_\_\_  
Last First MI

I understand that all aspects of participation in zipline, aerial adventure park, & ATV tours, including, but not limited to, preparation, ATV rides, traveling to and from activity sites (including take-off and landing areas), and use of the ziplines and/or ATV's (hereinafter collectively the "ACTIVITY"), can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH**. I further understand that there are risks associated with strenuous physical exertion and with participating in the ACTIVITY and that falls, **INJURIES AND/OR DEATH** may result from engaging in the ACTIVITY. I agree and understand that such risks include, but are not limited to: changing weather conditions, uneven, varying or rugged terrain, contact with wild animals, poisonous reptiles and plants, use of equipment and ropes, equipment failure, improper use of equipment, slipping, falling, mistakes by other participants, the condition of the above-named PARTICIPANT, dehydration, and fatigue. I understand that the description of activities and risks listed above are not complete and that this Release of Liability Agreement applies throughout the PARTICIPANT'S presence at the leased property and on any property utilized by Zip McCall whether or not described. All such activities and risks may be dangerous and may include risks which are inherent and cannot be reasonably avoided without changing the nature of the activity. By signing this release, I acknowledge that I recognize that property loss, serious injury and death are all possible while participating in the ACTIVITY. **RECOGNIZING THE RISKS OF THE ACTIVITY, I EXPRESSLY ASSUME ALL RISKS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE**. If I am not willing to accept the terms of this Release of Liability Agreement, then I should not sign this document and should decline the services and equipment offered.

In consideration for participation in the ACTIVITY by myself or the above-named PARTICIPANT, I hereby **ASSUME ALL RISKS** in any way associated with the ACTIVITY. I hereby **RELEASE** EBL, Inc. / EBL McCall LLC dba Zip McCall ("EBL") and the Idaho Department of Lands, each of their affiliated organizations and companies, and each of their respective insurance carriers, agents, employees, representatives, assignees, officers, directors, shareholders, and their respective successors in interest, and all equipment manufacturers and distributors (hereinafter "RELEASED PARTIES") **FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from participation in the ACTIVITY, **including those claims based on any RELEASED PARTY'S alleged or actual NEGLIGENCE**. I understand that this Release of Liability is binding on me and all PARTICIPANTS and this Release of Liability Agreement applies throughout my presence and the presence of the above-named PARTICIPANT at the leased property and/or any property utilized by EBL, Inc. / EBL McCall LLC dba Zip McCall, whether or not described herein. I understand that this Release of Liability Agreement is intended to prevent me and all PARTICIPANTS from suing RELEASED PARTIES for any reason and under all circumstances, including, but not limited to, the alleged negligence of RELEASED PARTIES and all other persons. If I am not willing to accept this release, then I should not sign this document and should decline the services and equipment offered.

Zip McCall recommends that the PARTICIPANT use a helmet while participating in the zipline ACTIVITY. I understand that a helmet **IS IN NO WAY A GUARANTEE OF SAFETY** and that no helmet can protect the wearer against all foreseeable impacts to the head or body, and that the ACTIVITY can expose the user to forces that exceed the limits of protection provided by the helmet. I also understand that the helmet cannot guard against injury to the neck, spine or any other part of my body, and that these limitations are **INHERENT RISKS** of the ACTIVITY. I agree on behalf of myself and the PARTICIPANT to act safely at all times, to comply with the rules and policies of RELEASED PARTY, and to obey all signs and all instructions given in connection with ACTIVITY or by staff. I accept **AS IS** all equipment provided for use by the PARTICIPANT.

I understand that I am responsible for determining PARTICIPANT'S medical, physical or other qualifications or suitability for participating in the ACTIVITY. I hereby represent that the PARTICIPANT is in good health and is freely able to participate in the ACTIVITY without known health concerns. I authorize any RELEASED PARTIES and/or their authorized personnel to administer first aid to the PARTICIPANT, as they deem necessary, to call for medical care for the PARTICIPANT or to transport the PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Further, THE UNDERSIGNED **agree(s) to pay all costs** associated with such medical care and related transportation provided for the PARTICIPANT and shall indemnify and hold harmless the RELEASED PARTIES for all medical costs and/or expenses incurred therein, or any claims originating therefrom.

I understand that as part of the tour all PARTICIPANTS will be walking, hiking, or riding ATV's. I represent that the PARTICIPANT has sufficient ability and physical dexterity to walk, hike, load, unload and ride an ATV. Each PARTICIPANT shall exercise care in loading, riding and unloading from the ATV's. The PARTICIPANTS shall get on and off the ATV only at the designated area. No PARTICIPANT shall load an ATV without first understanding proper riding procedures. No PARTICIPANT shall stand up on, bounce, reach from, or otherwise misuse the ATV.

In consideration for allowing PARTICIPANT to participate in the ACTIVITY, I **AGREE** that **ANY AND ALL** claims for injury and/or death arising from the PARTICIPANT'S participation in the ACTIVITY shall be **GOVERNED BY ILLINOIS LAW** and the **EXCLUSIVE JURISDICTION** of any claim shall be in the Superior Court for the State of Illinois, County of Winnebago.

I also agree not to take measurements, distances, or other calculations for the purpose of competition with EBL, Inc. / EBL McCall LLC dba Zip McCall or for reverse engineering a zipline tour. I agree that any and all photographs, videos, motion pictures, movies, or television coverage of PARTICIPANTS, taken or made at any time during, by, or in connection with the ACTIVITY, or any reproduction, likeness, or resemblance of the same, in any and every form, style, size, or color, as well as my name, may in any manner be used, published, displayed, dealt in, and copyrighted by RELEASED PARTIES and/or their successors and assigns, or by any other person or business entity authorized by RELEASED PARTIES, without any restriction or limitation whatsoever, for the marketing and promotion of future events and RELEASED PARTIES.

I represent that I am at least 18 years of age and otherwise competent to sign this Release of Liability Agreement. This Release of Liability Agreement shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be enforceable as a contract between the parties. This release shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

**I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING LEGAL RIGHTS.**

Printed Name: \_\_\_\_\_

Guest Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Parent/guardian:** If the Participant is a minor, I verify that I am the parent or legal guardian of the minor, and I have authority to enter into this agreement in order to release liability on behalf of the participating minor.

Parent/Guardian's Name: (Please Print) \_\_\_\_\_  
Last First MI

Parent/guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/guardian's relationship to minor: \_\_\_\_\_

Child Name \_\_\_\_\_ Child Name \_\_\_\_\_ Child Name \_\_\_\_\_