

Bear Pond Ranch, LLC
Eagle Flyer, LLC
Operated by ADK Extreme Zip Line LLC

Legal Contract, Waiver and Assumption of Risk

1. I have freely chosen to ride the Eagle Flyer , LLC Zip Line located at Bear Pond Ranch, LLC operated by ADK Extreme Zip Line, LLC understanding the risks associated with this ride.
2. **THE EAGLE FLYER ZIP LINE IS A HIGH SPEED CABLE RIDE WITH A SUDDEN ABRUPT LANDING.**
3. I understand that the Eagle Flyer Zip Line is 3,700 feet long; is 125 feet above ground level and that I will travel at a fast rate of speed reaching 55 miles per hour. I understand that I will descend 1,000 feet from the start of the ride to the conclusion of the ride.
4. I state that I am in good health, cardiovascular and otherwise with no known health conditions which will affect my ability to ride the Eagle Flyer Zip Line. I am not pregnant. I have no known back or neck conditions or orthopedic conditions which may be exacerbated by the stresses that will be placed on my body during this ride. I have not had a recent surgery. This ride is not recommended for guests with high blood pressure, back, neck or bone injury, pregnancy, heart trouble, recent surgery or anyone with physical or mental illness.
5. I am strong enough to hold the handles and maintain a seated position or vertical position within the safety harness during my descent.
6. I understand that I must follow all of the rules of participation listed below as well as other rules explained to be by the ADK Extreme Zip Line LLC course staff.
7. I am at least nine (9) years old and between 4' 4" (52") and 6' 8" (80") tall and weigh between 75 and 275 pounds. Both of my arms are fully functioning and I have at least one full leg capable of being restrained in a leg strap. I understand that the safety equipment will not protect me if I am not within these limitations.
8. I have the mental capacity to remain in a calm, reclined position during the ride. Panic during the ride could result in a fall leading to serious injury or death.
9. **I understand that riding the Eagle Flyer Zip Line is potentially hazardous and risky activity and may result in severe personal injury or even death. I freely accept and voluntarily assume any and all risk of personal injury or death which might occur as a result of my participation in this activity.**
10. **I understand that participation in this activity is inherently dangerous and that the risks that I am exposing myself to by my voluntary participation in this ride include but are not limited to: the risk of death; injury from a fall from a height; twisting; straining; stretching; abrupt movements and/or pinching from entanglements with equipment; the presence of other participants; changing and severe weather; exposure to natural elements; exposure to uneven and/or slippery terrain; nausea and/or disorientation from vertigo or motion sickness; fear of heights and anxiety; increased heart rate and stress; the presence of wildlife and injury while traveling in the vehicle up the mountain.**
11. ADK Extreme Zip Line LLC, Eagle Flyer, LLC and Bear Pond Ranch, LLC are not responsible for any personal property lost or damaged during the ride.
12. I understand and agree that this agreement is governed by the laws of New York State and if I bring a legal claim against the ADK Extreme Zip Line LLC, Eagle Flyer, LLC, Bear Pond Ranch, LLC or any

of their operators, owners, officers, directors, agents/employees and or volunteers as the result of any harm or injury which I sustain as a result of my participation in this activity I agree that any controversy or claim arising out of, or relating to, my participation in this activity must be settled by **arbitration** in accordance with the rules of the American Arbitration Association, and the award rendered by the arbiter is final, and judgment may be entered on such arbiter's award in accordance with the applicable New York State law in any court having jurisdiction.

13. If the participant is under the age of eighteen (18) this Waiver and Assumption of Risk must be signed by the parent or guardian of the minor.

14. I agree to be bound by all the terms of this CONTRACT and state that I have read the entire contract.

This agreement is executed the ___ day of _____, 20___, intending to be legally bound hereby.

Signature: _____

Print Name: _____

If signing for a MINOR:

To the extent that I am signing this document on behalf of any minor, I represent and guarantee that I have full authority to do so realizing the full binding effect of this agreement on them as well as on myself and I further agree to indemnify and hold harmless Eagle Flyer Zip Line for any claims brought on behalf of the minor relating to any damages allegedly sustained by the minor while he or she was participating therein.

Signature: _____ **License No.** _____ **State of:** _____

Print Name: _____

Name of Minor: _____

Relationship to Minor: _____

RULES

- Nothing in mouth during ride.
- No loose clothing allowed.
- Well secured shoes or sandals are required for all patrons.
- No hats allowed unless completely secured to patron.
- Do not remove chest or leg straps during the ride.
- Stay seated and harnessed at all times.
- Lean back in harness.
- Follow all instructions given by the ADK Extreme Zip Line staff.
- Keep feet up during landing.