



ACTIVITIES WAIVER

WARNING, ASSUMPTION of RISK, LIABILITY RELEASE, INDEMNITY
And HOLD HARMLESS AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

The person who is participating in the **ATTRACTIONS: CLIFFHANGER ROLLER COASTER, WILD WEST EXPRESS FAMILY COASTER, MINE WHEEL, ALPINE COASTER, GIANT CANYON SWING, CLIMBING WALL, SOARING EAGLE ZIP LINE/RIDE, CONESTOGA WAGON, FORT WHEREAMI MAZE, LASER TAG, SLUICE BOX, GIDDY UP HOPPER, SPELEOBOX CAVE SIMULATOR, 4D MOTION THEATER, GLENWOOD CANYON FLYER SWING, TUBING HILL, MAGIC CARPET or a CAVE TOUR** at Glenwood Caverns Adventure Park shall be referred to hereinafter as "PARTICIPANT". "THE UNDERSIGNED" means only the PARTICIPANT when the PARTICIPANT is age 18 or older *OR it means both the PARTICIPANT and the PARTICIPANT's parent or legal guardian when the PARTICIPANT is under the age of 18.* THE UNDERSIGNED agree and understand that the **CLIFFHANGER ROLLER COASTER, WILD WEST EXPRESS FAMILY COASTER, MINE WHEEL, ALPINE COASTER, GIANT CANYON SWING, CLIMBING WALL, SOARING EAGLE ZIP LINE/RIDE, CONESTOGA WAGON, FORT WHEREAMI MAZE, LASER TAG, SLUICE BOX, GIDDY UP HOPPER, SPELEOBOX CAVE SIMULATOR, 4D MOTION THEATER, GLENWOOD CANYON FLYER SWING, TUBING HILL, MAGIC CARPET or a CAVE TOUR or any of them, (hereinafter the "ACTIVITY")** can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY OR DEATH.**

THE UNDERSIGNED agree and 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 or any of them. THE UNDERSIGNED agree and understand that risks include, but are not limited to: use of equipment and ropes, equipment failure, improper use of equipment, slipping, falling, varied surfaces on the climbing wall, natural and manmade hazards, surface and environmental conditions, changing weather conditions, uneven and/or slippery ground or track conditions; varying slopes and surface conditions; variations in terrain; bumps, collisions with natural and manmade objects, the condition of the PARTICIPANT, dehydration, and high elevation.

In consideration for allowing the PARTICIPANT to participate in the ACTIVITY, THE UNDERSIGNED hereby ASSUME ALL RISKS associated with the PARTICIPANT's participation in the ACTIVITY. Additionally, THE UNDERSIGNED AGREE TO HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY GLENWOOD CAVERNS ADVENTURE PARK, GLENWOOD TRAMWAY, LLC, POW, INC. AND GLENWOOD CAVERNS, INC., affiliated organizations and companies, and each of their respective insurance carriers, agents, employees, representatives, assignees, members, managers, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") FOR ANY AND ALL LIABILITY and/or claims for injury or death to persons or damage to property arising from the PARTICIPANT's participation in the ACTIVITY, including those claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE or BREACH OF any express or implied WARRANTY.

THE UNDERSIGNED take full responsibility for any injury or loss to PARTICIPANT, including death, which PARTICIPANT may suffer, arising in whole or in part out of the ACTIVITY. By signing this release, THE UNDERSIGNED AGREE NOT TO SUE any RELEASED PARTY and agree they are releasing any right to make a claim or file a lawsuit against any RELEASED PARTY. THE UNDERSIGNED further AGREE TO DEFEND AND INDEMNIFY each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a THIRD PARTY arising in whole or in part from the PARTICIPANT's participation in the ACTIVITY. THE UNDERSIGNED agree to pay all costs and attorney's fees incurred by any RELEASED PARTY in defending a claim or suit brought by or on behalf of THE UNDERSIGNED.

THE UNDERSIGNED recognize that seat belts are required on the ZIP LINE/RIDER, GIDDY UP HOPPER, ALPINE COASTER, and/or GIANT SWING and PARTICIPANT agrees to wear a seat belt at all times while participating in the ACTIVITY. THE UNDERSIGNED understand and agree that a seat belt IS IN NO WAY A GUARANTEE OF SAFETY and that no seat belt can protect the wearer against all foreseeable impacts to the head or body, and that the ACTIVITIES and other related activities can expose the user to forces that exceed the limits of protection provided by a seat belt. THE UNDERSIGNED also understand that a seat belt does not guard against injury to the neck, spine or any other part of the body, and that these limitations are INHERENT RISKS of the ACTIVITY.

THE UNDERSIGNED represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED authorize any RELEASED PARTY and/or their authorized personnel 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. THE UNDERSIGNED agree that upon the PARTICIPANT's transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for the PARTICIPANT. Further, THE UNDERSIGNED agree to pay all costs

associated with such medical care and related transportation provided for the PARTICIPANT and shall indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims arising therefrom.

In consideration for allowing the PARTICIPANT to participate in the ACTIVITY and for using the Glenwood Caverns Adventure Park facilities, THE UNDERSIGNED agree that ANY AND ALL CLAIMS for injury and/or death arising from the PARTICIPANT's participation in the ACTIVITY shall be GOVERNED BY COLORADO LAW and EXCLUSIVE JURISDICTION of any claim shall be in the DISTRICT COURT residing where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF COLORADO.

In the case of a minor PARTICIPANT, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor PARTICIPANT and that the minor PARTICIPANT shall be bound by all the terms of this release. Additionally, by signing this release as the parent or legal guardian of a minor STUDENT, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agree that but for the foregoing, the minor PARTICIPANT would not be permitted to participate in the ACTIVITY.

By signing this release without a parent or guardian's signature, the PARTICIPANT represents that he/she is at least 18 years of age, or, **if signing as the parent or guardian of the PARTICIPANT, you represent that you are the legal parent or guardian of the minor PARTICIPANT AND ACCEPT FULL RESPONSIBILITY.**

This release 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 an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED. Your entry onto the premises constitutes your express consent to use your likeness in any and all media throughout the world.

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

Waiver signature required for EACH AND EVERY PARTICIPANT.

Participants over 18 must sign their own name.

Under 18, a parent or legal guardian must sign for the child.

Date: _____

Cashier's Initials: _____

Participant's
FULL NAME

(Please Print Name)

Parent/Legal Guardian or
Rider over 18

(Full Signature)

*A. _____

→* _____

*B. _____

→* _____

*C. _____

→* _____

*D. _____

→* _____

*E. _____

→* _____

*F. _____

→* _____

*G. _____

→* _____

*H. _____

→* _____

ONCE ALL PARTICIPANTS HAVE SIGNED THE LIABILITY WAIVER, PLEASE GIVE THIS FORM TO THE GLENWOOD CAVERN'S ATTENDANT AND THEY WILL APPLY A WRISTBAND TO THE ARM OF THE PARTICIPANTS.