

# Deep Forest Challenge

## Rules of Participation

Please, take the time to carefully read the below rules. You will be required to comply with them while on the course.

### Before I start

1. I meet the age and height requirements as specified in the below table of rules
2. I weigh less than 275 lbs
3. I understand that I may not participate if I meet the above criteria but am unable to fit in the safety harness properly
4. I will participate only if: I am not pregnant, I am fit and not under the influence of alcohol or medication
5. I will follow ALL instructions provided by the staff
6. I will keep at least one of my safety lines attached to the main safety line **AT ALL TIME**
7. I will not eat or smoke while on the course
8. I will not have anything in my mouth to avoid choking hazard (gum, candy, tobacco...this list is not exhaustive)
9. I will not carry any cutting object (knife...)
10. If on the ground, I will stay on the allowed trails
11. I will wear closed-toe shoes, I may not wear slip-off shoes
12. I will secure any item that may fall and I will not use my cell phone while on the course
13. Participants under 18 must stay with their adult legal guardian at all time and may never be more than one station ahead
14. If I have long hair I will tie it back and remove any loose jewelry
15. I will not wear any loose items on myself that may get caught in the equipment
16. I will return all equipment as soon as done with the course for other participants to use
17. I understand that following the aforementioned rules does not eliminate all risks while on the course and that risk is inherent to the activity I've decided to take part in

Table of Rules	Kids		Discovery	
	Minimum Age	Min. height* 3'3"	Guardian/Minor	Min. height* 3'7"
5	Ground Supervision by adult	1 to 5	Not Accessible	N/A
6	Ground Supervision by adult	1 to 5	Not Accessible	1 to 2
8	Ground Supervision by adult	1 to 8	With Adult	1 to 2
13+	Autonomy		Ground supervision by adult	1 to 3

**While I'm on the course**

1. I will not cross an obstacle if there are already 3 people on the next station, **THERE MAY NOT BE MORE THAN 3 PEOPLE ON ANY STATION AT ANY TIME**
2. I will not cross an obstacle or zipline while someone is on it, **THERE MAY ONLY BE ONE PERSON AT A TIME ON ANY GIVEN OBSTACLE OR ZIPLINE**
3. I will make sure that the landing site is clear before going down a zipline
4. I will keep my head away from the zip line
5. I will hold on to my pulley with both hands as shown during the briefing while going down the zipline
6. I will follow all these rules as explained during the briefing
7. I agree to have my photo or photo of my child or children, taken during the activity to be used only for publicity purposes by Deep Forest Challenge LLC Yes  No
8. Once in a while, we'd love to tell you about our latest offers. Check here if you'd like us to contact you

I acknowledge that I have read these rules of participation, and that I understand them. I agree to comply with these rules.

Signature:

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Printed Name:

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Date:

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Name and Signature of Parent or Guardian, if applicable:

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Date:

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# DEEP FOREST CHALLENGE

## RELEASE & ASSUMPTION OF RISK

For valuable consideration and to induce permission to participate in climbing and outdoors activities sponsored by Deep Forest Challenge Tacoma, LLC (the “Company”), each of the undersigned agrees to the following terms and makes the following warranties:

I acknowledge and understand that the activities in which I will participate comprise of various outdoor, elevated challenges, courses and games (collectively, “course(s)”). I understand that the participation in such climbing and course navigation involves risk of injury and/or death. I understand that I will be in a safety harness which I am required to wear for the entire course and I will have two safety lines which I will be required to fasten and unfasten to the main safety lines as I make my way along the courses. I agree to abide by all of the rules provided to me by the Company in connection with my participation in the course activities.

I agree to participate in the courses only to the extent of my skill level and physical and medical condition. I understand that I am solely responsible for determining which courses, if any, I can participate in based on my skill level and physical and medical condition.

I acknowledge that the courses will require climbing and other strenuous and elevated maneuvering, and that all such activities are **HAZARDOUS RECREATION ACTIVITIES** with **RISK** of damage or **PERSONAL INJURY**, including **PARALYSIS OR DEATH**, to any person or property. Such hazards include burns, cuts, abrasions, punctures and fractures to any part of the human anatomy including head, back, neck and spinal cord as a result of, for example: falls, equipment failure, improperly tied knots or rope technique, improperly buckled harnesses, loosened or damaged climbing holds and anchors, bad decision making, negligent or inattentive players and/or staff. In addition, I may be struck by a tree or be injured as a result of coming in contact with elements of the course. I understand this is not a complete description of all risks and that other unknown or unforeseeable hazards and risks of harm may occur.

With this in mind, I accept full responsibility for my own safety and **EXPRESSLY ASSUME ALL RISKS OF HARM**, whether foreseen or unforeseen, and whether occurring while climbing or otherwise maneuvering on or through the courses, or while participating in any of the activities sponsored or offered by Company, at anytime.

I hereby **RELEASE** and agree to **INDEMNIFY AND HOLD HARMLESS** the Company, its shareholders, members, managers, officers, employees, agents, instructors, patrons and participants, wall builders and designers, equipment manufacturers, lessors, and insurers (hereinafter collectively referred to as “parties released”), from and against any liability, demand, claim or right of action for any damage or injury, including paralysis or death, to any person or

property, even if such damage or personal injury results from the **NEGLIGENCE** of the Company or other parties released, I further **COVENANT NOT TO SUE** or make any demand or claim against the Company or other parties released, for or by reason of any such damage or personal injury from my participation in the above referenced challenges/courses and activities at the Company, or anywhere, at any time. I will pay all fees, damages, and costs, including attorney's fees, the Company or other parties released may incur in the enforcement of this agreement.

If I am a **PARENT** or **GUARDIAN** of any minor person under 18 years of age participating in climbing activities sponsored by the Company, I make these representations and agree to the terms of the Assumption of Risk, Release, Covenant Not to Sue and Indemnification Agreement on behalf of each minor, as well as myself, and I agree to assume responsibility for their safety. I further agree to **INDEMNIFY AND HOLD HARMLESS** the Company, and the other parties released, from and against any demand, claim, right of action or suit that may be brought on behalf of any such minor arising from the course challenges or any of the outdoor activities at the Company, at any time. I will pay all fees, damages and costs, including attorney's fees, the Company or other parties released may incur in the enforcement of this agreement.

Further, if I am not the parent, legal custodian and/or legal guardian of such minors, I am authorized by such child(ren)'s parent(s), legal custodian and/or legal guardian(s) to act on behalf of such parent(s) and child(ren) including signing this Assumption of Risk, Release of Claims and Covenant Not to Sue on behalf of such parents and child(ren).

I am physically fit and know of no medical or health reason why I should not participate in this activity. I intend this agreement to bind me and my family, my assigns, estate, heirs, and personal representatives. This contract is severable and shall be interpreted and enforced under the laws of the State of Washington.

Please go to next page to sign.

I have carefully read this document and fully understand its contents, which I adopt as a completely integrated and exclusive statement of the entire terms of agreement.

Print Full Name of Participant (minor's name if participant is a minor):

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Print address:

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Print email:

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Print phone:

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If Participant under 18 Years of Age, Print Parent/Guardian's Full Name:

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Participant Birthdate:

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Address:

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Participant's Signature:

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Parent/Guardian's Signature:

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Dated: \_\_\_\_\_