RELEASE FROM LIABILITY

Read Carefully Before Signing

I,_____, residing at _____, hereby acknowledge that I have
(NAME) (CITY, STATE)
voluntarily agreed to be a participant in Soaring® America Tree Top Adventures, located at Tall Timber Resort, La Plata County, Colorado (referred herein as "Tree Top Adventure"), on _____, 20___. My participation in the Tree Top Adventure is for recreational purposes only.

I AM AWARE THAT PARTICIPATION IN THE TREE TOP ADVENTURE, INCLUDING, BUT NOT LIMITED TO RAPPELING, HIKING, CLIMBING AND SWINGING WITH THE USE OF CABLES, HARNESSES AND ROPES IS A HAZARDOUS ACTIVITY AND PARTICIPATION IN SUCH HAZARDOUS ACTIVITY CAN RESULT IN **SERIOUS INJURY OR DEATH.**

I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH AND TO EXERCISE EXTREME CAUTION.

_____ *(Upon agreement of the above terms, place initials here.)*

For the valuable consideration of being permitted to be a participant in the Tree Top Adventure, I, and each of my heirs, legatees, personal representatives, guardians, conservators, agents, successors and assigns, release Soaring America®, a Colorado limited liability company, and its members, employees, insurers, agents, volunteers, successors and assigns, and Petzl America, Inc., Petzl SAS, Tall Timber Inc., Beggrow Enterprises, Patricia Gates, D&SNGRR, Strater Hotel, Rochester Hotel, Gateway Reservations, West Peak Destinations, Durango Mountain Resort, and any of their subsidiaries, respective members, shareholders, directors, officers, (collectively the "Company") from any and all liability, claims, demands, actions, causes of action, claims of relief, or injuries related to or arising from my being a participant in the Tree Top Adventure or my presence on the Company's facilities. I, and each of my heirs, legatees, personal representatives, guardians, agents, conservators, successors and assigns, agree: a) not to make a claim against or sue the Company or attach property of the Company; b) to waive any and all claims against the Company; and c) to defend, indemnify and hold harmless the Company for injury, death, or property damage caused by, resulting from or in any way related to my being a participant in the Tree Top Adventure as described above and/or otherwise resulting from my presence at the Company's facility, ***whether such injury, death or property damage was caused by the negligence of the Company or Company's staff.*** In the event I take any legal action against the Company which is contrary to the terms of this Release, I agree to be responsible for all attorneys' fees and costs the Company incurs in such legal action.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I am aware that:
- equipment could fail; cables may slip and/or break; harnesses could slip or break;
- I may slip while climbing a ladder; I may get knocked off a ladder; I may miss a rung;
- I may fall from a height as high as 100 feet, resulting in broken bones, other injuries or death;
- I may slam into a platform or miss the platform, resulting in injury and/or events leading to injury or death;
- I may not be securely fastened by the Sky Ranger and may fall, resulting in injury or death;
- I may collide with another participant or a Sky Ranger on the platform or on the cables, which may result in risks of death, paralysis, or serious injury;
- I may re-injure a previous injury;
- I may become sick from the swinging motion resulting in nausea, vomiting, dizziness, or other illness.

I UNDERSTAND THAT IF I CHOOSE NOT TO PARTICIPATE IN SOARING® BASED ON THE GUIDELINES OF THIS WAIVER, THAT I WILL NOT SIGN THIS RELEASE AND I WILL NOT PUT ON THE SOARING® EQUIPMENT. I WILL RECEIVE A REFUND AND NOT GO SOARING® BUT I WILL BECOME A DAY GUEST AT THE DAY GUEST RATE, AND I MUST NOTIFY THE STAFF IMMEDIATELY OF MY DECISION.

I UNDERSTAND THAT THIS IS A RELEASE OF LIABILITY AND AN INDEMNIFICATION BETWEEN MYSELF AND THE COMPANY; I HAVE SIGNED IT AND AM PARTICIPATING **OF MY OWN FREE WILL.**

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DATED: _____, 20___.

_____
Signature

_____
Print Name

_____
Address

_____
City, State, Zip Code

_____
Email