

Hydraulic Race Co., Inc. DBA Niagara Zipper, LLC  
5 Gooding St., Lockport, NY 14094

**WAIVER RELEASE OF LIABILITY FORM  
PARTICIPANT USER AGREEMENT**

This is waiver is a legal document PLEASE READ CAREFULLY.

In consideration of Niagara Zipper Tours furnishing services and/or equipment to enable me to participate in activities associated with or enter upon the lands of Niagara Zipper Tours of Lockport, NY, their agents, owners, associates, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Niagara Zipper"), and The New York Canal Corporation, The New York Power Authority, and the people of the State Of New York. I hereby voluntarily agree to release, indemnify, discharge, hold harmless, and covenant not to sue Niagara Zipper, The New York Canal Corporation, The New York Power Authority and the People of the State of New York, on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and/or estate for any and all claims of liability arising out of their negligence, recklessness, strict liability, breach of contract, intentional acts, or any other act or omission which causes the undersigned illness, injury, death, and damages of any nature in any way connected with my participation in this activity or for being upon the lands of Niagara Zipper. I agree as follows:

I fully understand and acknowledge that: (A) outdoor recreational activities such as zip lines, have inherent risks, dangers, and hazards and such may exist in my use of Niagara Zipper property and equipment and my participation in the above mentioned activities; (B) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, strains, fracture, partial and/or total paralysis, death or other ailments that could cause serious disability; exposure to extreme temperatures and inclement weather, slips and falls, encounters with collisions with other participants or objects, my physical condition, and injury. (C) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Niagara Zipper negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. If I choose to participate in Niagara Zipper, activities, risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, misjudgment of a guide, weather, my ability to participate in the activity, risks of falling from high platforms, stands or towers and such other risks, hazards and dangers that are integral to recreational activities that take place in an outdoor or recreational environment; and; (D) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Niagara Zipper or by any other person, and that they may arise from foreseeable or unforeseeable causes. In addition, I hereby grant permission to Niagara Zipper to make and use for promotion or other purposes, photographic records without recourse or compensation to me or anyone else otherwise.

I, on behalf of myself, my personal representatives and my heirs or as parent or legal guardian of the undersigned participant hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Niagara Zipper, and their owners, agents, officers and employees, the New York Canal Corporation, The New York Power Authority and the People of the State of New York, from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which arise out of my use of any equipment or my participation in Niagara Zipper, activities or on Niagara Zipper property, I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Niagara Zipper. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Niagara Zipper or its agents is a party shall be the NYS Supreme Court, Niagara County NY.

**I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND BY SIGNING IT, AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE NIAGARA ZIPPER, THE NEW YORK CANAL CORPORATION, THE NEW YORK POWER AUTHORITY AND THE PEOPLE OF THE STATE OF NEW YORK FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I FULLY RECOGNIZE AND UNDERSTAND THAT IF I (OR ANY MINOR ON WHOSE BEHALF I AM SIGNING THIS RELEASE), AM HURT, DIE, OR MY PROPERTY IS DAMAGED, I AM GIVING UP MY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST NIAGARA ZIPPER, EVEN IF THEY NEGLIGENCE OR BY SOME OTHER ACT OR OMISSION CAUSE THE INJURY, DAMAGE OR DEATH. I EXPRESSLY ASSUME ALL RISK. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF THE ABOVE PROVISIONS.**

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in Niagara Zipper Tour activities or on Niagara uZipper Tours property, or else I agree to bear the costs of such injury or damage myself. As parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agreed that said minor may participate in Niagara Zipper Tours activities, and I sign this release on their behalf. In addition, I give Niagara Zipper Tours permission to treat said minor in case of illness, injury, emergency, or accident. Should emergency medical services become necessary for the undersigned participant or minor, the expenses are the sole responsibility of the participant. Niagara Zipper Tours reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations, and instructions of Niagara Zipper Tours while upon their lands or participation in their activities. I also certify that I and any minor on whose behalf I am signing, are physically and mentally capable of participating in these activities

Date of Participation: \_\_\_\_\_

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

Guardian's Printed Name \_\_\_\_\_

Address: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Phone No. \_\_\_\_\_

\_\_\_\_\_ Phone No. \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_