



Alliance Redwoods

SONOMA CANOPY TOURS

Participant Qualifications & Responsibilities

Sonoma Canopy Tours is designed for participants in reasonably good health. Due to the nature of the tour, we reserve the right to refuse participation to anyone. The Sonoma Canopy Tours is an isolated environment; immediate medical attention may not be available. We cannot be responsible for any valuables dropped from the tour or left in your vehicle. You must sign the Participant Qualifications & Responsibilities form prior to participation.

Please review the following qualifications:

- You must weigh at least 70 pounds, and not more than 250 pounds.
- Youth under age 18 must have a parent or legal guardian sign the Voluntary Participation Agreement Form.
- You must wear sturdy, closed-toe shoes that are secure to the ankle.

Attire and preparation:

- Please wear comfortable clothing that protects your torso from rubbing caused by the seat and chest harnesses.
- Please no revealing clothing, dresses or skirts.
- Please remove loose or dangling jewelry and body/facial piercings (ears, nose, etc.) that could get caught in helmet
- Please tie back and secure long hair.
- Please remove all valuables including rings, necklaces, bracelets, and personal electronics.
- Cameras are welcome on the tour, however you are solely responsible for its transport and condition. **Drones are not allowed on the property.**

If you have any of the following medical conditions we STRONGLY recommend you consult your physician prior to participation, and discuss any concerns with your guide:

- Heart disease or any cardiac condition that may require immediate medical attention.
- Severe recent, reoccurring or existing injuries.
- Hemophilia.
- Epilepsy.
- Severe allergic reactions.
- Take any blood thinning medications.
- Epilepsy.
- Asthma.
- Diabetes.
- Insulin dependent.

You cannot participate in the canopy tour if you are:

- Pregnant or think you may be pregnant.
- Under the influence of alcohol or illegal drugs immediately prior to the tour, or are under the current influence of legal drugs or prescription medication that we consider will impair you in any way.

Sonoma Canopy Tours Participant Notice of Risks, Release of Liability and Hold Harmless Agreement

Please read this document carefully. It must be signed by all participants prior to going on the Sonoma Canopy Tours. If the participant is a minor, at least one parent or guardian must also sign as evidence of their agreement to these terms and conditions on their own behalf and on behalf of the minor.

1. I, the undersigned participant, acknowledge that I have voluntarily applied to participate in the Alliance Redwoods Conference Grounds DBA Sonoma Canopy Tour (ARCG-SCT) which is a physically demanding and hazardous activity. I do not have any medical condition which might create an unsafe risk to me or others who are participating in this activity with me. I have also read and understand the participant requirements form.

2. Acknowledgement of Risks

I understand that the ARCG-SCT may expose participants to certain risks. The activities require moderate physical exertion and are conducted at heights up to 200 feet. Among the hazards and risks of the activities and use of the premises and equipment are the following: falls; collisions; abrupt and possibly harmful contact with structures, objects and persons; anxieties and fears associated with heights; close contact with other people; coordination and misjudgments on the part of participants; the failure of structures or equipment; and the unpredictable forces of nature.

Participants may experience increased heart rate and other symptoms of anxiety and stress due to physical exertion, reliance on other participants, a fear of height, or of unprotected falling, loss of balance, coordination and misjudgments, including failure to follow procedures and instructions, physical or mental or psychological stress, fatigue, chill and/or dizziness which may diminish reaction time and increase the risk of an accident. Injuries associated with participation may include breaks, sprains, bruises, and in extreme cases, emotional upset, anxiety and even death.

Participants acknowledge that the description of risks is not complete and that other unknown or unanticipated risks may result in injury, illness or death. Participants acknowledge that this activity is purely voluntary, and participate with full knowledge of the inherent risks in such activity.

3. Assumption of Risks

I understand that the ARCG-SCT has inherent risk. I am voluntarily participating in this activity with knowledge of the danger involved. I hereby accept any and all risks of injury or death to myself or any minor children for which I am responsible, arising out of or in any way connected with the use of the ARCG-SCT, the Alliance Redwoods facilities, and/or any one of affiliated activities of Alliance Redwoods Conference Grounds.

4. Release and Indemnity

As consideration for being permitted to participate in the Alliance Redwoods Conference Grounds – DBA Sonoma Canopy Tours (ARCG-SCT), I hereby agree that I, my assignees, heirs, and/or as the parent of a minor participant, hereby agree to release, hold harmless, and not bring any claim or legal suit against ARCG-SCT, its directors, managers, officers, agents, employees and volunteers or its affiliated organizations or the supplier of any of the equipment used in the activity (“Released Parties”), for any and all claims of injury, disability, death or other loss or damage to person or property suffered by me or my minor child arising in whole or in part from participation in this activity, both foreseeable or unforeseeable. I hereby waive the provisions of Civil Code 1542 for future unknown claims which are as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

In addition, I agree TO INDEMNIFY (that is, defend and satisfy by payment or reimbursement, including costs and attorney's fees) Released Parties from any claim of loss, injury or death, brought on by myself or my child against another co-participant. These agreements of release and indemnity include loss or damage caused or claimed in whole or in part by the negligence of a Released Party, but not intentional wrongs or the gross negligence of a Released Party.

Should ARCG-SCT or anyone acting on their behalf, be required to incur attorneys' fees and costs to defend a claim or lawsuit arising out of damages or injury to Participant, or incur any Judgment, or to enforce this agreement, I agree to indemnify and hold all Released Parties harmless for all such fees, costs and Judgments.

5. Severability

If any provision of this agreement is held to be void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall nevertheless be fully enforceable, unimpaired by such holding.

6. Additional Provisions

I, an adult participant or the parent/guardian of a minor participant, authorize ARCG-SCT to provide or obtain for me such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such care and transportation.

Any dispute between a Released Party and participant or parent/guardian will be governed by the laws of the State of California, and any lawsuit or legal action on this Agreement shall take place only in that State, and in the County of Sonoma.

For promotional and/or marketing purposes, ARCG-SCT reserve the right to use, without compensation or additional permission, any audio, video, and/or photography of guest or youth participants in ARCG-SCT - sponsored events and activities.

I HAVE CAREFULLY READ THIS VOLUNTARY PARTICIPATION AGREEMENT FORM AND PARTICIPANT REQUIREMENTS AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY IN WHICH I AM GIVING UP IMPORTANT LEGAL RIGHTS AND A CONTRACT BETWEEN MYSELF AND ALLIANCE REDWOODS CONFERENCE GROUNDS DBA SONOMA CANOPY TOURS (ARCG-SCT) AND/OR ITS AFFILIATED ORGANIZATIONS, AND SIGN IT OF MY OWN FREE WILL.

PARTICIPANT NAME: _____ Tour Time: _____

Date of Birth ____/____/____ Weight

Lbs

Relevant medical conditions / Allergic reactions _____

Signature _____ Date ____/____/____

E-Mail Address: _____

Check here if you do not want to be included in our mailing list

PARENT OR GUARDIAN (if participant is under age 18)

Parent or Guardian _____ Phone Number _____

Signature _____ Date ____/____/____

EMERGENCY CONTACT: Name: _____ **Relation:** _____ **Phone:** _____