

**THE MAZE AT COOPER FAMILY FARMS, LLC
RELEASE, INDEMNIFICATION AND AGREEMENT**

THIS RELEASE, INDEMNIFICATION AND AGREEMENT dated this ____ day of _____, 2014, by and between THE MAZE AT COOPER FAMILY FARMS, LLC, whose address is 1698 Abbott Lane, Milton, West Virginia 25541, party of the first part, and _____, whose address is _____, party of the second part or participant, is for the purpose of establishing the relationship between the parties as the same regards the use by the party of the second part relative to activities regarding the zip lines or traverse cables; and, now, therefore,

WITNESSETH:

That for and in consideration of the mutual promises and covenants contained herein and the payment of funds by the party of the second part to the party of the first part related to the activities set forth hereinabove, the parties do hereby agree as follows:

1. The party of the second part acknowledges that the party of the second part is aware of the nature of the activity more particularly, the usage of a zip line or a traverse line and hereby acknowledges that there is inherent risk in utilizing the same. The risks associated with the usage of the zip line or traverse line may include but are not limited to, emotional risks and physical risks and in extraordinary cases, death. These injuries are acknowledged to be a natural consequence of the activity undertaken and may occur in spite of all efforts taken by the party of the first part and its staff to prevent them.
2. The party of the second part does hereby absolutely and unconditionally assume all risk associated with the above-described activity. It is further understood and acknowledged

that the party of the second part is aware of all of the inherent risks associated with the activity described above and expressly assumes all risks and holds the party of the first part harmless from any and all liability of any kind or character related to their participation in the activity. Further, the party of the second part accepts sole and exclusive responsibility for any expenses that may be incurred for any illness or injury that may result from their participation in the activity and holds the party of the first part absolutely and unconditionally harmless therefrom.

3. It is further covenanted, agreed and acknowledged that by my execution of this document the party of the second part releases the party of the first part, its staff, owners and representatives from any and all liability including liability for injury of any type or character and/or death including any negligent acts, breaches of contract, product liability and/or the breach of any legally imposed duty.

4. The party of the second part acknowledges that by holding the party of the first harmless and indemnifying the party of the first part, that the party of the second part is agreeing to defend and pay all costs from any claim that may be occasioned by their participation in the activity, including any and all costs incurred by the party of the first part in defending any action or claim.

5. The party of the second part further acknowledges that there are certain physical limitations associated with the above activity including, but not limited to, height or weight limits or restrictions and further acknowledges that the party of the second is medically and physically able to participate in the above described activity.

6. In the event that the party of the second part who desires to participate in the above described activity is a minor, the parent or guardian of the minor shall execute this document on behalf of the minor child and further acknowledges and understands that by

executing this Release, Indemnification and Agreement on behalf of said child they expressly assume all of the risks inherent relative to the activity and fully release and hold harmless and indemnify the party of the first part and assume all risk on behalf of the minor child for which they are either parent or guardian.

7. It is the express intent of this Release, Indemnification and Agreement that the party of the second party, by their signature below, absolutely and unconditionally releases the party of the first part from any and all claims, of any kind or character, related to the activity which is understood to have inherent risks. The party of the second part acknowledges that in the event of any injury related to the activity whether in preparation for the same or during the actual participation in the activity, the party of the first part is released from any and all obligations, monetary or otherwise, to the party of the second part. It is further understood by the party of the second part that this Release, Indemnification and Agreement is unconditional and shall operate to bar any claims related to any injuries against the party of the first part by the party of the second part their heirs or devisees.

8. By my signature below, I acknowledge that I have read the contents of this document, understand the same, and agree to the terms contained therein in their entirety.

If participant is over the age of eighteen (18) please complete the following:

Name: _____

Address: _____

Telephone Number: _____

Height: _____

Weight: _____

Date of Birth: _____

Participant

Witness: _____

If the participant is a MINOR please complete the following:

Name: _____

Address: _____

Telephone Number: _____

Height: _____

Weight: _____

Date of Birth: _____

Minor Participant

Parent/Guardian

Witness: _____