

BUNGEE MASTERS, INC. d.b.a. BUNGEE.COM, LLC
PARTICIPATION AND RELEASE FROM LIABILITY AGREEMENT

CAUTION: *Please read this agreement carefully. By signing this agreement, you are voluntarily giving up certain valuable legal rights to sue Bungee Masters, Inc. for any personal injuries or death you may suffer as a result of the training, equipment or supervision provided in connection with BUNGEE JUMPING or ZIP-LINE activities.* **WARNING: THE ACTIVITY/SPORT OF BUNGEE JUMPING COULD CAUSE: SERIOUS INJURY OR EVEN DEATH**

Please read and fully understand each provision of this agreement and so indicate by initialing each provision in the space provided. Additionally, please sign, initial and date this form in all designated spaces.

In consideration of Bungee Masters, Inc. allowing me _____ (Please print your name) to utilize the facilities and equipment and to participate in bungee jumping, zip-line and any related activities, I agree with Bungee Masters, Inc. that:

1. **PARTIES INCLUDED.** I understand that this agreement includes Bungee Masters, Inc., its employees, instructors, agents, the owners of the bridge, land, property and adjacent property owners, or other facilities used for bungee jumping activities (hereinafter referred to in this agreement as Bungee Masters).
_____(Initials)

2. **ASSUMPTION OF RISK.** I am fully aware that bungee jumping, zip-line tours and its related activities, is a dangerous sport and contains inherent risks and dangers (including, but not limited to, serious injury or death), that no amount of care, caution, instruction or expertise can eliminate. I understand the scope, nature and extent of the risks involved and voluntarily and freely choose to assume any and all such risks.
_____(Initials)

3. **EXEMPTION FROM LIABILITY.** I hereby fully and forever waive, release and discharge Bungee Masters from any and all loss, liability, claims, expenses, demands, actions, and causes of action whatsoever arising out of any damages, both in law and in equity, in any way resulting from personal injuries, conscious suffering, death or property damage sustained by me arising out of training, bridge walking, climbing, falling, ascending, bungee jumping, zip-line tours or any other related activities. Exemption from liability includes loss, liability, claims, expenses, damages or injury resulting from the negligence of Bungee Masters or from any other cause or causes.
_____(Initials)

4. **COVENANT NOT TO SUE.** I agree for myself and my heirs, executors, administrators and assigns, not to institute any suit or action at law, or otherwise, against Bungee Masters, nor to initiate or assist the prosecution of any claim for damages, or cause of action which I, my heirs, executors, administrators or assigns may have by reason of injury to myself or my property arising from bungee jumping, zip-line tours or any related activities.
_____(Initials)

5. **INDEMNITY & LEGAL PROCEEDINGS.** I agree for myself and my heirs, executors, administrators and assigns to indemnify and hold harmless Bungee Masters from any and all losses, liabilities, claims, expenses, actions or proceedings of any kind which may be initiated by myself or any other person or organization. This includes and entitles Bungee Masters to recover and reimbursement for all reasonable legal court cost, attorney's fees and related expenses incurred by Bungee Masters and other indemnified parties, for the defense of any such legal actions or appeal thereof, which may arise directly or indirectly from bungee jumping/zip line tour or any related activities.
_____(Initials)

6. **CONTINUATION OF OBLIGATIONS.** I agree and acknowledge that the terms and conditions of this agreement shall continue in full force and effect at all times, and shall be binding upon my heirs, executors, administrators and assigns or my estate. the agreement shall be effective not only for my first bungee jump or zip-line tours, but also for any subsequent bungee jumps or any related activities in any way associated with Bungee Masters.
_____(Initials)

7. **INSURANCE DISCLAIMER.** I understand that Bungee Masters does not provide any insurance, either medical or liability, for any incident which may arise as a result of my participation in bungee jumping, zip-line tours or any related activities, and if I want insurance of any kind, I must furnish my own.
_____(Initials)

8. **MEDICAL EXPENSES.** I will pay my own medical emergency expenses and all subsequent medical expenses in the event of any incident/accident, illness or incapacity, regardless of whether I have otherwise authorized such expenses.
_____(Initials)

9. **SEVERABILITY.** If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.
_____(Initials)

10. **PHOTO & IMAGE RELEASE.** I hear-by grant and release to Bungee.com, LLC all rights, privileges & ownership of any images of me or my likeness captured on film, digitally or electronically while on the bungee bridge, zip-line tour, adjacent property or any other locations where my image or photo might have been captured by bungee.com or any other person(s). I grant & release any claim myself or claims by any of my heirs or agents that the use of my images might allow. These rights are granted for perpetuity from the date of this release forever both here in the United States of America or any other place or legal jurisdiction on planet Earth. I understand my image may be used in print, broadcast, Internet or any other format at the sole discretion of Bungee.com, LLC or any of its agents or licensees. _____(Initials)

I testify that I am physically fit, and am not under the influence of drugs, alcohol or medication of any kind. I hereby expressly recognize that this agreement is a contract pursuant to which I have released any and all claims against Bungee Masters, Inc., its employees, instructors, agents, the owners of the bridges, land or other facilities, resulting from my participation in bungee jumping or any related activities, including any claims caused by the negligence of Bungee Masters, Inc.

I HAVE READ THIS AGREEMENT CAREFULLY AND FULLY UNDERSTAND ITS CONTENT AND SIGN IT VOLUNTARILY OF MY OWN FREE WILL. I FURTHER CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER. (IF YOU ARE UNDER THE AGE OF 18, A PARENT OR LEGAL GUARDIAN MUST SIGN AND DATE THIS SECTION.)

DATE: ____ / ____ / ____

Signature of Participant

Signature of Parent/Guardian

If participant is under 18 years old)

If under 18 years old please print the name of your parents or guardians: _____



BUNGEE MASTERS INC.
P.O. Box 121
Fairview, OR 97024
(503) 520-0303

Jumper/Zip-Line Registration Have you previously jumped with Bungee.com? YES _____ (DSC member) or NO _____

How did you *FIND* Bungee Masters? _____

Name: _____ Age: _____
 (Last) (First) (m.i.)

Mailing Address: _____
 (street/city/state/zip)

Home Phone:# _____ Work Phone:# _____

Employer: _____ Occupation: _____

Spouse's Name: _____ Your Weight: _____ (Gross Tonnage)

Email: _____ Have you Jumped with us before? YES _____ NO _____ (D.S.C.)

Jumper Medical Information

I hereby certify that I am not currently under the influence of alcohol and/or any drugs, and any medication that may affect my judgment and/or decision making. I further certify that I am not aware of or now under treatment for any physical, emotional, or psychological infirmity or chronic illness, including but not limited to:

	Under Treatment?	
	Yes	No
1. Cardiac and/or pulmonary condition or disease	_____	_____
2. High blood pressure	_____	_____
3. Faint spells, convulsions, including epilepsy	_____	_____
4. Neurological disorders	_____	_____
5. Chronic back and/or neck problems	_____	_____
6. History of aneurysm	_____	_____
7. Pregnancy	_____	_____
8. History of psychological disorders or mental illness	_____	_____

Dated on the _____ day of _____, 2010 _____

Print Name: _____

Signature: _____