

FLIGHTLINE WAIVER, RELEASE AND INDEMNITY AGREEMENT SAN DIEGO ZOO'S WILD ANIMAL PARK

All tour participants must receive training and sign this waiver before participating

The following requirements are subject to change based upon weather conditions and operator discretion.

Participant must be:

- a minimum of 10 years old;
- able to comprehend and follow all safety instructions;
- weigh at least 75 lbs;
- weigh no more than 250 lbs;
- able to fit within the safety harness;
- physically able to: climb up and down a short vertical ladder and stairs; put on safety harness; hold arms above head for 2 minutes; hold legs apart for 2 minutes; hold and carry a 20 lb. trolley for several minutes and demonstrate all rider positions.

INDIVIDUALS WITH HEALTH CONCERNS, INCLUDING BUT NOT LIMITED TO: NECK, BACK OR SHOULDER PROBLEMS, INJURIES, PAIN OR INSTABILITY; HEART CONDITIONS OR DISEASE; SEIZURE DISORDERS OR PROBLEMS WITH BALANCE; AND WOMEN WHO ARE PREGNANT SHOULD NOT PARTICIPATE IN THIS TOUR. THIS LIST IS NOT EXHAUSTIVE AND ANY OTHER CONCERNS MUST IMMEDIATELY BE BROUGHT TO THE ATTENTION OF YOUR TOUR GUIDE.

PARTICIPANTS MAY NOT BE UNDER THE INFLUENCE OF ALCOHOL OR ANY SUBSTANCE THAT MIGHT IMPAIR JUDGMENT OR PHYSICAL CAPABILITY.

In addition to the above, Participant understands that:

- no loose jewelry or personal items are permitted;
- hair must be secured so it cannot come in contact with flightline apparatus;
- appropriate footwear is required - shoes must be closed toed and secure (will stay on foot during tour), provide stability and be suitable for climbing ladders and walking on a platform perforated with 1" holes. For example: high heels, wedges, flip-flops, mules, and sandals are not considered appropriate;
- additional restrictions may apply based on weather conditions;
- we reserve the right to disqualify any participant based on Flightline operator judgment;

ALL TRAINING AND SAFETY INSTRUCTIONS MUST BE OBEYED.

(1) By signing this waiver, the Undersigned warrants that he/she meets the above criteria and acknowledges that participating in the Flightline experience on San Diego Zoo's Wild Animal Park ("Park") premises can be a hazardous and strenuous activity. The Undersigned understands that the Flightline allows tour participants, while sitting in a harness suspended from a high tension steel cable, to travel/glide from an elevated launch platform to a landing area via a gravity-based pulley system high above the ground. The tour may also include climbing into and

out of a vehicle, up a short ladder to the launch platform and down a short ladder from the landing area. The tour participants may also sustain minor injuries, including but not limited to, cuts, bumps, bruises, scrapes, muscle strains, friction burns and/or insect bites. The Undersigned has voluntarily elected to participate in the Flightline experience despite the recognized and inherent dangers existing and despite the known and unknown risks of harm presented thereby. The Undersigned has been provided training and has viewed an instructional presentation which contains information on various policies, procedures, training points, and other information relative to participation.

(2) For and in consideration of permitting the Undersigned to participate in the Flightline Tour on Park premises, the Undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to him/herself arising in any way as a result of his/her participation or any activities incidental thereto, wherever or however the same may occur and for whatever period said activities may commence and continue, and agrees that under no circumstances will he/she prosecute or present any such claim against the Zoological Society of San Diego, the City of San Diego, Greenheart Conservation Company Ltd. or any of their officers, agents, servants or employees for any said causes of action, whether the same shall arise by the negligence of the Zoological Society of San Diego, the City of San Diego, or any of their officers, agents, servants or employees, or otherwise.

(3) The Undersigned, for him/herself, agrees that in the event any claim for personal injury, property damage or wrongful death shall be made or prosecuted against the Zoological Society of San Diego, the City of San Diego, Greenheart Conservation Company Ltd. or any of their officers, agents, servants or employees, arising as a result of Undersigned's participation in the Flightline Tour on Park premises, the Undersigned shall indemnify and save harmless the Zoological Society of San Diego, the City of San Diego, Greenheart Conservation Company Ltd. and their officers, agents, servants and employees, from and against any and all liability for damage or injury of any kind or nature arising out of the participation in the Flightline Tour on Park premises or any activities incidental thereto, inclusive of attorney fees and litigation costs, except where the liability or damage results from the sole negligence of the Zoological Society of San Diego, the City of San Diego, Greenheart Conservation Company Ltd., and their officers, agents, servants and employees.

Initial _____ Participant _____ Witness

(4) The Undersigned acknowledges that he/she has read the above and expressly agrees to assume the risk of participation in the Flightline Tour on Park premises and any activities incidental thereto and voluntarily signs this waiver, and further represents no oral representation statements or inducements apart from the foregoing written agreement have been made.

(5) **ARBITRATION OF DISPUTES.** The Undersigned agrees that any claim for personal injury, property damage or wrongful death against the Zoological Society of San Diego, the City of San Diego, Greenheart Conservation Company Ltd. or any of their officers, agents, servants or employees, arising as a result of Undersigned's participation in the Flightline Tour on Park premises, shall be resolved through binding neutral arbitration with the American Arbitration Association for full and final resolution in accordance with the applicable rules of the American Arbitration Association then in effect. We also agree that judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Dated Print Name Signature of Participant

Dated Print Name Signature of Parent/Legal Guardian

Dated Print Name Signature of WITNESS