

**CNC TRAMWAY, INC. d/b/a PRESIDENT'S SLIDE,
RUSHMORE TRAMWAY, AERIAL ADVENTURE PARK, AND ZIPLINE
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY
AGREEMENT**

PLEASE READ CAREFULLY

**BEFORE ENGAGING IN ANY OF RUSHMORE TRAMWAY'S ACTIVITIES, EACH PARTICIPANT MUST
READ CAREFULLY AND SIGN THIS FORM**

**IN CONSIDERATION of being permitted to use THE ALPINE SLIDE, TRAMWAY, AERIAL
ADVENTURE PARK, OR ZIPLINE, I, FOR MYSELF, MY HEIRS, NEXT OF KIN, MY ESTATE, LEGAL
GUARDIANS, MY PERSONAL REPRESENTATIVES AND ASSIGNS:**

Initial

- _____ 1. **ACKNOWLEDGE AND REALIZE THAT USING THE ALPINE SLIDE, TRAMWAY, AERIAL
ADVENTURE PARK, OR ZIPLINE IS A DANGEROUS ACTIVITY AND THAT FALLS, COLLISIONS,
INJURIES AND DEATH MAY RESULT FROM ENGAGING IN THIS ACTIVITY. I understand I AM
RESPONSIBLE** for staying seated in the President's Slide, operating the brake, maintaining appropriate
spacing between myself and other participants, keeping my arms inside the plane of the sled. I also
understand I am responsible for refraining from engaging in horseplay, free-swaying or body contact with
other participants while flying on the Zipline, refraining from unauthorized or unsupervised use of the
Aerial Adventure Park and Zipline or tampering with harness or safety devices, refraining from wearing
loose jewelry or shoes while utilizing the Zipline, and **OBEYING ALL VERBAL AND WRITTEN
INSTRUCTIONS AND WARNING SIGNS EXPLAINED OR POSTED AT THE PRESIDENT'S SLIDE,
TRAMWAY, AERIAL ADVENTURE PARK OR ZIPLINE AREA. I ASSUME THE RESPONSIBILITY** of
maintaining control at all times while engaging in the activity. Participant understands this is a physical
activity requiring dexterity and coordination. Participation on the Zipline and Aerial Adventure Park
requires following the terms and conditions must be met in order to safely participate, 1) the ability to
walk up and down steps without tiring and without assistance; 2) sufficient mobility and strength to climb
a vertical ladder; 3) maximum weight to participate is 250 lbs, minimum weight to participate is 60 lbs; 4)
participant must be capable of accessing the platform/stand located high above the ground without
feeling ill; 5) the ability to listen to all safety briefings and to follow all operator instructions; and 6)
participant must be in good mental and physical health. *Note: Individuals with health concerns,
disabilities, neck or shoulder problems, participants who are pregnant, have heart trouble, seizure
disorders or problems with balance are recommended not to participate in the Aerial Adventure Park
and/or Zipline activity.* Any other health concerns must be immediately brought to the attention of the
operator. **I FURTHER ACKNOWLEDGE THAT I HAVE READ THE RULES, CONDITIONS, AND
REGULATIONS OF THE PRESIDENT'S SLIDE, TRAMWAY, AERIAL ADVENTURE PARK AND
ZIPLINE ACTIVITIES AND AGREE TO COMPLY WITH THEM.**
- _____ 2. **DO HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE OR MAKE ANY
CLAIM OF ANY KIND OR NATURE AGAINST CNC TRAMWAY, INC. d/b/a PRESIDENT'S SLIDE,
TRAMWAY, AERIAL ADVENTURE PARK AND ZIPLINE, and their agents, employees, representatives,
assignees, directors, officers and shareholders, and any other persons connected with these activities or
any of the owners of the private or public property upon which this activity is conducted, hereinafter
referred to as "RELEASEES," FROM ALL LIABILITY, TO THE UNDERSIGNED, his personal
representatives, heirs, next of kin, estate, and assigns FOR ANY AND ALL LOSS OR DAMAGE, AND
ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY TO THE PERSON OR
PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED
TO MY PARTICIPATION IN THE PRESIDENT'S SLIDE ACTIVITY, TRAMWAY, AERIAL ADVENTURE
PARK AND ZIPLINE WHETHER CAUSED BY RELEASEES' NEGLIGENCE, BREACH OF ANY
EXPRESS OR IMPLIED WARRANTY, OR OTHERWISE.**
- _____ 3. **DO FURTHER AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CNC TRAMWAY, INC.,
d/b/a PRESIDENT'S SLIDE, TRAMWAY, AERIAL ADVENTURE PARK AND ZIPLINE and ALL
RELEASEES, each of them, FROM ANY LOSS, INJURY, DEATH, LIABILITY, DAMAGE OR COST
THEY MAY INCUR arising out of or relating to MY PARTICIPATION IN THE PRESIDENT'S SLIDE**

ACTIVITY, TRAMWAY, AERIAL ADVENTURE PARK, OR ZIPLINE WHETHER CAUSED BY ANY RELEASEES' NEGLIGENCE, BREACH OF EXPRESS OR IMPLIED WARRANTY, OR OTHERWISE, INCLUDING BOTH PHYSICAL INJURY OR LOST OR DAMAGED PROPERTY.

- _____ 4. **FURTHER AGREE THAT UNDER NO CIRCUMSTANCES WILL I ENGAGE IN THESE ACTIVITIES WHILE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS, and I specifically WAIVE ANY RIGHT TO CLAIM THAT THE SELLING OF ALCOHOLIC BEVERAGES ON THE PREMISES IN ANY WAY CONTRIBUTED TO ANY ACCIDENT OR INJURY I MAY SUSTAIN.**
- _____ 5. **I DO HEREBY ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO MAKE INQUIRIES REGARDING THE SAFE PARTICIPATION, OPERATION OF THE PRESIDENT'S SLIDE, TRAMWAY, AERIAL ADVENTURE PARK OR ZIPLINE AND DID RECEIVE ALL RELEVANT, NECESSARY SAFETY AND/OR OPERATIONAL INFORMATION BEFORE PARTICIPATING. I HEREBY ACKNOWLEDGE THAT AT A MINIMUM A SAFETY HARNESS HAS BEEN PROVIDED TO ME FOR USE WITH THE ZIPLINE AND AERIAL ADVENTURE PARK WHICH MUST BE SECURED PROPERLY AND WORN AT ALL TIMES WHILE PARTICIPATING IN THE ZIPLINE AND AERIAL ADVENTURE PARK ACTIVITIES. MY INITIALS INDICATE THAT I AGREE TO HOLD HARMLESS AND INDEMNIFY CNC TRAMWAY, INC. d/b/a PRESIDENT'S SLIDE, TRAMWAY, AERIAL ADVENTURE PARK AND ZIPLINE**
- _____ 6. **HEREBY AGREE THAT IF I, my estate, my heirs, next of kin, legal guardians, personal representatives and assigns, any of them, BRINGS A CLAIM IN DIRECT VIOLATION OF THIS AGREEMENT, ANY AND ALL CLAIMS FOR ANY DAMAGES WHATSOEVER MUST BE GOVERNED BY SOUTH DAKOTA LAW AND EXCLUSIVE JURISDICTION SHALL BE IN PENNINGTON COUNTY, SOUTH DAKOTA. AT ITS SOLE OPTION AND ELECTION, CNC TRAMWAY, INC. d/b/a PRESIDENT'S SLIDE, TRAMWAY, AERIAL ADVENTURE PARK AND ZIPLINE and ALL RELEASEES, SHALL HAVE THE OPTION of COMPELLING ARBITRATION. This paragraph shall not be construed as creating any ambiguity in this RELEASE, and CNC TRAMWAY, INC. d/b/a PRESIDENT'S SLIDE, TRAMWAY, AERIAL ADVENTURE PARK AND ZIPLINE ARE NOT WAIVING ANY PROVISIONS OF PARAGRAPH 2 OR CONSENTING TO ANY CLAIMS BEING FILED.**
- _____ 7. **HEREBY AGREE THIS RELEASE IS LEGALLY BINDING UPON ME, MY ESTATE, MY HEIRS, NEXT OF KIN, LEGAL GUARDIANS, PERSONAL REPRESENTATIVES AND ASSIGNS. If any provision or provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.**

I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, AND FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY. I HAVE ALSO HAD ADEQUATE TIME TO READ AND UNDERSTAND THE AGREEMENT, AND IT IS MY INTENT THAT MY SIGNATURE IS A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

A Participant's PARENT OR LEGAL GUARDIAN MUST sign if the Participant is under the AGE OF 18. The term "I," "he," or "his" in this RELEASE SHALL APPLY to the UNDERSIGNED AND PARENT OR GUARDIAN.

_____ SIGNATURE OF PARTICIPANT	_____ (Print name)	_____ DATE
_____ SIGNATURE OF PARENT OR GUARDIAN FOR PARTICIPANT #1	_____ (Print name of participant #1)	_____ DATE
_____ SIGNATURE OF PARENT OR GUARDIAN FOR PARTICIPANT #2	_____ (Print name of participant #2)	_____ DATE
_____ SIGNATURE OF PARENT OR GUARDIAN FOR PARTICIPANT #3	_____ (Print name of participant #3)	_____ DATE
_____ SIGNATURE OF PARENT OR GUARDIAN FOR PARTICIPANT #4	_____ (Print name of participant #4)	_____ DATE