

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration of participating in the programs (the "Activities") operated by Combs Family Ventures, LLC (including without limitation doing business as "Branson Zipline and Canopy Tour/s", "Branson Zipline Canopy Tours", "BransonZipline.com" or "Branson Zipline"), I represent that, as the parent or adult legal guardian of the minor named herein, I understand the nature of these Activities and that said minor is qualified, within the required weight range for the Activities, in good health, and in proper physical condition to participate in such Activities. Further, I am aware that if said minor is participating in a combination tour, I realize on said minors behalf that Combs Family Ventures, LLC is not affiliated with the companies offering the portions of the tour not operated by Combs Family Ventures, LLC.

ASSUMPTION OF THE RISK. I fully understand that the Activities involve inherent and other risks, hazards and dangers that may include but are not limited to serious bodily injury, permanent disability, partial or total paralysis, or death, which may be caused by said minors own actions, or inactions, or those of others participating in the Activities, the conditions in which the Activities takes place, or the negligence of the Releasees named below. I further understand that there may be risks either not known to me or said minor or not readily foreseeable at this time. On behalf of myself and said minor, I represent that said minor is voluntarily participating in the Activities with my permission. On behalf of myself and said minor, I acknowledge the above and fully accept and assume all such risks and all responsibility for losses, cost, and damages that said minor may incur as a result of said minors participation in the Activities.

RELEASE OF LIABILITY. On behalf of myself and said minor, I hereby release, discharge, and covenant not to sue Combs Family Ventures, LLC, its affiliates, and their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, vendors, tour operators, advertisers, and, if applicable, owners and lessors of premises on which the Activities take place, each of which shall be considered a Releasee hereunder, from all liability, claims, demands, losses, or damages, on said minors account caused or alleged to be caused in whole or in part by the negligence of Releasees or otherwise, including without limitation negligent rescue operations, and, on behalf of myself and said minor, I further agree that if, despite this ***Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement***, I make, or anyone on behalf of myself or said minor makes, a claim of any type against any of the Releasees (including without limitation as to their negligence), I will indemnify, defend, save, and hold harmless each of the Releasees from and against any and all loss, liability, damage, or cost, including reasonable attorneys fees, which they may incur as the result of such claim.

PHOTOGRAPHIC RELEASE. On behalf of myself and said minor, I hereby grant and convey unto Combs Family Ventures, LLC all right, title, and interest in any and all photographic images and video or audio recordings (including without limitation as to my name, actions portrayal, image, voice and/or likeness) made by Combs Family Ventures, LLC during the Activities, including, but not limited to, any royalties, proceeds, or other benefits obtained from such photographs or recordings.

OTHER. On behalf of myself and said minor, I have read the foregoing ***Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement***, understand that I have given up my and said minors substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature; on behalf of myself and said minor I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this ***Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement*** is held invalid, the balance shall continue in full force in effect. On behalf of myself and said minor, I understand that this ***Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement*** shall be governed by the laws of the State of Missouri and that any claim, lawsuit, other action must be filed only in the state or federal courts located within Greene County, Missouri.

MINOR AND PARENT(S)/LEGAL GUARDIAN(S) AGREE: WE HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THE ABOVE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, AND INDEMNITY AGREEMENT, AND ACKNOWLEDGE THAT IT SHALL BE EFFECTIVE AND BINDING UPON EACH OF US, OUR FAMILY MEMBERS, AND OUR HEIRS, EXECUTORS, REPRESENTATIVES AND ASSIGNS. BY OUR SIGNATURES BELOW, WE HEREBY GRANT PERMISSION FOR COMBS FAMILY VENTURES, LLC, OR ANY OF ITS AFFILIATES, PARTNERS OR ASSIGNS, TO CONTACT US VIA ANY OF THE METHODS/INFORMATION BELOW REGARDING ANY PRESENT OR FUTURE PRODUCTS, SERVICES OR OFFERS.

Signature of Minor Participant

Date: _____

Email: _____

Printed Name of Minor Participant

Address: _____

Phone: _____

Signature of Parent/Legal Guardian

Date: _____

Email: _____

Printed Name of Parent/Legal Guardian

Address: _____

Phone: _____

Signature of Parent/Legal Guardian

Date: _____

Email: _____

Printed Name of Parent/Legal Guardian

Address: _____

Phone: _____

NOTE: If both parents/guardians are present, both must sign this *Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement*