

FLYING MONKEY ROPE SWING LLC

GUEST ASSUMPTION OF RISK, RELEASE, WAIVER & INDEMNIFICATION AGREEMENT

By signing this Agreement, Guest acknowledges that they have read and understand the nature of the activity and voluntarily agree to participate subject to the terms of this Agreement.

GUEST INFORMATION

Full Legal Name: _____

Date of Birth: ____

Phone Number: _____

Email Address: _____

Date of Visit: ____

IMPORTANT NOTICE

Flying Monkey Rope Swing LLC provides an outdoor adventure experience involving a rope swing, elevated cliffs, off-road transportation, walking over natural desert terrain, and other activities and conditions that may involve serious risks.

By signing this Agreement, the Guest acknowledges that they understand the nature of the experience and voluntarily assume the risks associated with entering the Flying Monkey Rope Swing LLC operating area and participating in, observing, or otherwise being present during the activities.

This Agreement applies to **all Guests**, whether the Guest intends to use the rope swing, accompanies another Guest, watches the activity, or decides at any time during their visit to participate in the rope swing.

1. DESCRIPTION OF THE EXPERIENCE

Flying Monkey Rope Swing LLC provides an outdoor adventure experience that may include transportation by Flying Monkey Rope Swing LLC's shuttle vehicle, travel over off-road terrain, walking to and from the activity area, being present near elevated cliffs and canyon terrain, and use of a rope swing.

The experience takes place in a natural outdoor environment and may involve conditions that are outside the control of Flying Monkey Rope Swing LLC.

The Guest understands that conditions may change during the course of the experience and that the activity is not conducted in a controlled indoor environment.

2. ASSUMPTION OF RISK

The Guest understands that participation in or presence around an outdoor adventure activity involves inherent and other risks, including risks that may not be foreseeable.

The Guest voluntarily assumes all risks associated with the experience, including the risks specifically described in this Agreement as well as other risks that may arise from the nature of the activity, the location, weather, terrain, equipment, transportation, other Guests, employees, guides, or circumstances beyond the control of Flying Monkey Rope Swing LLC.

The Guest understands that serious injury, permanent disability, paralysis, death, or property damage may occur.

The Guest voluntarily chooses to enter the premises and participate in or be present around the activities with full knowledge of these risks.

3. TRANSPORTATION RISKS

Flying Monkey Rope Swing LLC provides transportation to and from the activity area using its own shuttle vehicle.

The Guest understands that transportation may involve off-road and uneven terrain and may include:

- Bumps and sudden movements
- Rough roads and uneven surfaces
- Sudden stops or starts
- Vehicle movement or shifting
- Dust and debris
- Slips, trips, or falls while entering or exiting the vehicle
- Other risks associated with off-road transportation

The Guest agrees to follow all instructions given by the driver or Flying Monkey Rope Swing LLC employees while entering, riding in, and exiting the shuttle.

4. WALKING AND NATURAL TERRAIN RISKS

The Guest understands that they may be required to walk approximately 100 feet from the shuttle to the activity area and back.

The walking route may include natural desert and canyon terrain, including:

- Uneven ground
- Loose rocks and gravel
- Sand and dirt
- Slopes and inclines
- Holes, cracks, and depressions
- Rocks or other obstacles
- Reduced visibility
- Slips, trips, and falls
- Ankle, knee, or other joint injuries

The Guest is responsible for maintaining awareness of their surroundings and following designated routes and employee instructions.

5. NATURAL ENVIRONMENT AND WILDLIFE

The Guest understands that Flying Monkey Rope Swing LLC operates in a natural outdoor environment where wildlife, insects, plants, and other natural hazards may be present.

Potential hazards include, but are not limited to:

- Snakes
- Spiders
- Scorpions
- Bees, wasps, and other insects
- Bites and stings
- Allergic reactions
- Thorny or irritating plants
- Rocks and falling or loose debris
- Dust
- Wind
- Extreme heat or cold
- Sun exposure
- Dehydration
- Remote terrain
- Limited cellular service
- Delayed emergency response

The Guest understands that Flying Monkey Rope Swing LLC cannot guarantee the absence of wildlife or other natural hazards.

6. CLIFFS, ELEVATION AND CANYON TERRAIN

The Guest understands that the experience takes place in an area containing substantial elevation changes, cliffs, steep terrain, and canyon features.

The Guest acknowledges the risks associated with being near elevated areas, including:

- Slips and falls
- Loss of balance
- Falling from elevated areas
- Loose rock or unstable terrain
- Serious injury or death resulting from a fall
- Changes in footing or terrain
- Wind and weather conditions

The Guest agrees to remain within designated areas and follow all boundaries, signs, barriers, and employee instructions.

The Guest will not approach any cliff edge, launch area, or restricted area unless specifically permitted and directed by Flying Monkey Rope Swing LLC employees.

7. ROPE SWING RISKS

The Guest understands that the rope swing activity involves significant physical forces and elevated heights and carries inherent risks of serious injury or death.

Risks may include, but are not limited to:

- Falling
- Loss of balance
- Improper body positioning
- Unexpected movement
- Acceleration and deceleration
- Pendulum and swinging forces
- Impact with the ground, canyon, terrain, equipment, or other objects
- Abrasions, cuts, bruises, or burns
- Sprains and strains
- Fractures
- Dislocations
- Head injuries

- Neck injuries
- Back or spinal injuries
- Paralysis
- Loss of consciousness
- Equipment malfunction
- Rope, anchor, connector, or harness failure
- Equipment wear or damage
- Entanglement
- Unexpected movement of equipment
- Human error
- Operator error
- Guest error
- Failure to follow instructions
- Serious injury
- Permanent disability
- Death

The Guest understands that no safety system can eliminate every risk associated with a high-adrenaline outdoor activity.

8. SAFETY EQUIPMENT

Flying Monkey Rope Swing LLC may require the Guest to use safety equipment, including harnesses and other equipment designated by Flying Monkey Rope Swing LLC.

The Guest agrees to:

- Wear all required safety equipment as instructed
- Allow employees to inspect or adjust required equipment
- Follow all equipment instructions
- Not alter, remove, adjust, or interfere with safety equipment without permission
- Immediately notify an employee if equipment appears damaged, uncomfortable, improperly fitted, or unsafe

The Guest understands that safety equipment reduces certain risks but does not eliminate the possibility of injury or death.

9. STAFF INSTRUCTIONS AND SAFETY AUTHORITY

The Guest agrees to follow all instructions provided by Flying Monkey Rope Swing LLC employees, guides, drivers, and other authorized personnel.

Flying Monkey Rope Swing LLC employees have authority to:

- Stop an activity
- Delay an activity
- Restrict access to an area
- Require the Guest to remain in a designated location
- Refuse participation
- Remove a Guest from the activity area
- Require additional safety precautions

A Guest may be refused participation or removed from the activity area if Flying Monkey Rope Swing LLC determines that the Guest's conduct, condition, equipment, or actions create a safety concern.

10. WEATHER AND LIGHTNING

The Guest understands that weather conditions can change quickly and may affect the safety of the activity.

Flying Monkey Rope Swing LLC may suspend or delay operations because of:

- Lightning
- Wind
- Rain
- Extreme temperatures
- Visibility
- Unsafe terrain conditions
- Other weather conditions

If Flying Monkey Rope Swing LLC's established lightning safety threshold is reached, operations will be suspended.

Flying Monkey Rope Swing LLC will observe a minimum **30-minute lightning safety hold** before resuming operations. If qualifying lightning occurs during the hold period, the safety interval will restart.

The Guest agrees to follow all weather-related instructions from Flying Monkey Rope Swing LLC employees.

Weather-related cancellations or suspensions will be handled according to Flying Monkey Rope Swing LLC's current booking and weather policy.

11. HEALTH AND PHYSICAL CONDITION

The Guest represents that they are physically capable of safely participating in the activities covered by this Agreement.

The Guest understands that the activities may involve substantial physical exertion, sudden movement, elevated heights, acceleration, deceleration, swinging forces, and impact forces.

Guests with medical conditions, injuries, physical limitations, or concerns about their ability to participate should consult with a qualified medical professional before participating.

Conditions that may affect a Guest's ability to safely participate may include, but are not limited to:

- Heart or cardiovascular conditions
- Neurological conditions
- Back, neck, or spinal conditions
- Joint or musculoskeletal injuries
- Balance or coordination problems
- Recent surgeries or injuries
- Conditions affected by sudden physical forces
- Pregnancy

The Guest agrees not to participate if they believe their physical condition makes participation unsafe.

12. MEDICATIONS

The Guest understands that certain medications may affect alertness, balance, coordination, reaction time, or judgment.

A Guest should not participate if medication or any other substance causes:

- Drowsiness
- Dizziness
- Impaired balance
- Impaired coordination
- Impaired judgment
- Reduced alertness
- Any other condition that may make participation unsafe

The Guest should not stop, skip, or alter prescribed medication for the purpose of participating.

If the Guest is uncertain whether a medication affects their ability to safely participate, they should consult their physician or pharmacist before participating.

13. ALCOHOL, DRUGS AND IMPAIRMENT

The Guest must arrive and remain sober and unimpaired while participating in or being present around the activities.

The Guest must not participate while under the influence of:

- Alcohol
- Illegal drugs
- Recreational drugs
- Marijuana or THC
- Any substance that may impair judgment, coordination, balance, reaction time, or awareness

Flying Monkey Rope Swing LLC employees may refuse participation or remove a Guest from the activity area if they reasonably believe the Guest is impaired.

14. AGE AND WEIGHT REQUIREMENTS

The minimum age for participation is **8 years old**.

The maximum weight for participation is **300 pounds**.

Flying Monkey Rope Swing LLC may require verification of age or weight when reasonably necessary for safety.

A parent or legal guardian must provide consent for any Guest under 18 years of age.

Meeting the minimum age and maximum weight requirements does not guarantee participation. Flying Monkey Rope Swing LLC employees retain authority to refuse participation when they determine that participation would be unsafe.

15. CLOTHING AND PERSONAL ITEMS

Guests should wear:

- Secure closed-toe shoes
- Comfortable outdoor clothing
- Weather-appropriate clothing
- Sun protection as appropriate

Guests should avoid loose jewelry, accessories, clothing, or objects that could become caught, lost, or create a safety hazard.

Flying Monkey Rope Swing LLC employees may require a Guest to remove or secure an item before participating.

The Guest is responsible for securing personal belongings.

16. GUESTS, SPECTATORS AND THE ACTIVITY AREA

This Agreement applies to **every Guest entering the Flying Monkey Rope Swing LLC operating area**, regardless of whether the Guest intends to use the rope swing.

A Guest may initially intend only to watch or accompany another person and may later decide to participate in the rope swing.

Because this Agreement covers the activities and risks associated with the Flying Monkey Rope Swing LLC experience, a Guest who later chooses to participate may do so without signing a separate waiver, provided the Guest satisfies all applicable requirements and pays any required activity fee.

Guests must remain within designated areas and follow all employee instructions.

Guests may not enter launch areas, cliff-edge areas, equipment areas, or other restricted areas unless specifically authorized and directed by Flying Monkey Rope Swing LLC employees.

17. AUTHORIZED OPERATING AREA

Flying Monkey Rope Swing LLC operates within the area authorized for its activities under its applicable land-use authorization and agreements.

Guests agree to remain within areas designated or authorized by Flying Monkey Rope Swing LLC and to follow all posted signs, barriers, boundaries, and employee instructions.

Guests may not independently explore, climb, approach restricted cliff areas, enter closed areas, or access areas outside the designated operating area.

The Guest understands that Flying Monkey Rope Swing LLC's activities take place in a natural outdoor environment and that not every portion of the surrounding area is controlled or maintained by Flying Monkey Rope Swing LLC.

18. UNAUTHORIZED ACCESS AND TRESPASSING

The Guest agrees not to:

- Enter restricted areas
- Cross barriers
- Ignore signs
- Approach areas identified as unsafe
- Enter areas outside the designated operating area

- Access equipment without permission
- Interfere with Flying Monkey Rope Swing LLC operations
- Approach the swing or launch area without employee authorization

The Guest understands that leaving designated areas may expose them to additional risks and may result in removal from the property or activity area.

19. EMERGENCY CONDITIONS AND REMOTE LOCATION

The Guest understands that Flying Monkey Rope Swing LLC operates in an outdoor and potentially remote environment.

Emergency medical assistance may not be immediately available.

Emergency response may be delayed because of:

- Remote location
- Off-road terrain
- Weather
- Traffic
- Distance from medical facilities
- Limited cellular service
- Accessibility of the injured person
- Other circumstances outside Flying Monkey Rope Swing LLC's control

The Guest understands and accepts these risks.

20. RELEASE OF LIABILITY

To the maximum extent permitted by applicable law, the Guest releases and agrees not to hold liable Flying Monkey Rope Swing LLC and its owners, members, managers, officers, employees, guides, agents, representatives, contractors, volunteers, and other persons acting on its behalf ("Released Parties") for claims, demands, causes of action, damages, losses, costs, or expenses arising from or related to the Guest's participation in or presence around the Flying Monkey Rope Swing LLC activities, including claims arising from the risks described in this Agreement.

This release includes, to the maximum extent permitted by applicable law, claims involving:

- Personal injury
- Illness
- Disability

- Death
- Property damage
- Property loss
- Transportation
- Off-road travel
- Walking and terrain
- Natural conditions
- Wildlife
- Weather
- Equipment
- Rope swing activities
- Emergency response
- Other risks associated with the experience

The Guest understands that they are voluntarily participating in an activity that carries inherent risks and accepts responsibility for those risks to the fullest extent permitted by law.

21. INDEMNIFICATION

To the maximum extent permitted by applicable law, the Guest agrees to indemnify and hold harmless Flying Monkey Rope Swing LLC and the Released Parties from claims, damages, losses, liabilities, costs, and reasonable expenses arising from the Guest's own actions, misconduct, violation of safety rules, failure to follow employee instructions, or breach of this Agreement.

22. MEDICAL TREATMENT AND EMERGENCY AUTHORIZATION

If the Guest is injured or experiences a medical emergency during the Flying Monkey Rope Swing LLC experience, the Guest authorizes Flying Monkey Rope Swing LLC employees and emergency personnel to take reasonable steps to obtain emergency medical assistance for the Guest.

The Guest understands that Flying Monkey Rope Swing LLC is not a medical provider and that emergency treatment may be delayed due to the remote nature of the activity.

The Guest is responsible for their own medical expenses, including transportation, emergency treatment, hospitalization, medication, and follow-up care, except to the extent otherwise required by applicable law.

23. PERSONAL PROPERTY

The Guest is responsible for their own personal property.

Flying Monkey Rope Swing LLC is not responsible for lost, stolen, damaged, or misplaced belongings except to the extent liability cannot legally be excluded.

The Guest understands that phones, cameras, jewelry, wallets, bags, and other belongings may be lost or damaged during transportation or participation.

24. PHOTOGRAPHY AND VIDEO

Flying Monkey Rope Swing LLC may photograph or record portions of its activities for operational, promotional, advertising, social media, website, or other business purposes.

By signing this Agreement, the Guest grants Flying Monkey Rope Swing LLC permission to use photographs or video recordings of the Guest for these purposes without additional compensation, unless the Guest separately notifies Flying Monkey Rope Swing LLC in writing that they do not consent to such use.

This provision does not grant Flying Monkey Rope Swing LLC permission to use the Guest's name or other identifying information in a misleading or defamatory manner.

25. MINORS

If the Guest is under 18 years of age, the Guest's parent or legal guardian must review and sign this Agreement.

The parent or legal guardian represents that they have authority to provide consent on behalf of the minor Guest.

The parent or legal guardian acknowledges the risks described in this Agreement and agrees to the terms of this Agreement on behalf of the minor Guest to the extent permitted by applicable law.

26. ELECTRONIC SIGNATURE

The Guest agrees that an electronic signature, digital acknowledgment, checkbox, or other electronic acceptance of this Agreement has the same intent and effect as a handwritten signature to the extent permitted by applicable law.

The Guest confirms that they have had the opportunity to read this Agreement before signing and that they voluntarily agree to its terms.

27. VOLUNTARY PARTICIPATION

The Guest confirms that their participation and presence at Flying Monkey Rope Swing LLC is voluntary.

The Guest understands that they may choose not to participate in the rope swing.

The Guest further understands that deciding not to participate does not eliminate the risks associated with being present in the Flying Monkey Rope Swing LLC operating area, including transportation, walking, terrain, wildlife, cliffs, weather, and other conditions described in this Agreement.

28. SEVERABILITY

If any provision of this Agreement is determined to be invalid, unenforceable, or unlawful, the remaining provisions shall remain in effect to the fullest extent permitted by law.

29. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Utah, to the extent applicable.

Any dispute concerning this Agreement shall be handled in a court of appropriate jurisdiction in Utah, unless applicable law requires otherwise.

30. ENTIRE AGREEMENT

This Agreement constitutes the understanding between the Guest and Flying Monkey Rope Swing LLC concerning the risks, releases, waivers, and obligations addressed herein.

The Guest acknowledges that they have not relied upon any statement or representation not contained in this Agreement in deciding whether to enter the Flying Monkey Rope Swing LLC operating area or participate in the activities.

GUEST ACKNOWLEDGMENT

By signing below, I acknowledge and agree that:

☐ I have read this entire Agreement.

- ☐ I understand the nature of the Flying Monkey Rope Swing LLC experience and the risks involved.
 - ☐ I understand that the experience may involve serious injury, permanent disability, paralysis, or death.
 - ☐ I voluntarily assume the risks described in this Agreement.
 - ☐ I agree to follow all safety rules and employee instructions.
 - ☐ I understand that I may initially come as a spectator or accompanying Guest and may later choose to participate in the rope swing without signing a separate waiver.
 - ☐ I confirm that the information I have provided is accurate.
 - ☐ I agree to the release, waiver, indemnification, and other terms contained in this Agreement.
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FINAL ACKNOWLEDGMENT

By signing this Agreement, Guest acknowledges that they have read and understand the nature of the activity and voluntarily agree to participate subject to the terms of this Agreement.

I have had the opportunity to read this Agreement in its entirety. I understand that I am giving up certain legal rights by signing it, and I voluntarily agree to its terms.

GUEST SIGNATURE

Guest Full Name: _____

Guest Signature: _____

Date: ____

PARENT / LEGAL GUARDIAN — FOR GUESTS UNDER 18

I am the parent or legal guardian of the minor Guest named above. I have read and understand this Agreement, including the risks associated with the Flying Monkey Rope Swing LLC experience. I voluntarily consent to the minor Guest's participation and agree to the terms of this Agreement on behalf of the minor Guest to the extent permitted by applicable law.

Parent/Guardian Full Name: _____

Relationship to Minor: _____

Parent/Guardian Signature: _____

Date: _____

Phone Number: _____

EMERGENCY CONTACT

Name: _____

Relationship: _____

Phone: _____