Quesitons about this document?
Contact John Hower -
Rinehart Insurance
JHower@rinehartinsurance.com
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Fax: 419-522-9892

Zip Lines Questionnaire

Policy Number: _____

Applicant's name _____

Address _____
Street City State Zip

Applicant's website address_____ Contact's email address _____

1) Please include the following information with your submission for full consideration:
   a. Copy of the operations/safety/training manual (including emergency plans, search and rescue procedures and hiring procedures).
   b. Copy of the most recent zip line inspection report.
   c. Copies of any brochures, ads or other literature concerning your course and/or services provided, including website address.
   d. Copies of the waiver and release or consent forms signed by all participants.
   e. Loss runs and/or detailed account of any past losses.
   f. Photo or diagram of course elements.
2) Annual gross revenues for zip line activities: _____
3) Total number of participants each year: _____
4) How long have you been operating zip lines at this business? _____

PARTICIPANTS

1) Do you have every participant sign a comprehensive waiver of liability? ☐Yes ☐No
   a. Are parents/legal guardians required to sign for minors? ☐Yes ☐No
2) Are all participants required to wear a helmet? ☐Yes ☐No
3) What is your maximum participant weight limit? _____
   Are these weight limits based on the course builders/designers recommendations? ☐Yes ☐No
4) Minimum and maximum participant height and age range? _____
5) What type of harnesses do you use? ☐Waist Harness ☐Full Body ☐Both
6) What experience requirement, training and certification do you require for zip line guides/operators?
   _____

ABOUT THE COURSE

1) What is the maximum zip line height at your facility? _____
2) How many zip lines does the tour consist of and what is the length of each? _____
   _____
3) How long does the ride last?
4) What is the max speed of the fastest zip line? _____ mph
5) Do you own or lease the zip line? _____
   If lease, describe the arrangement: _____

Please see the next page for a sample release, idemnification and hold harmless agreement.

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6) Who originally built your course? _____
Were certificates of insurance obtained? ☐Yes ☐No

7) Was the course built to ACCT or ANSI/PRCA standards? ☐Yes ☐No
If neither, whose standards were followed? _____

8) Have you made any additions to the course since its original construction? ☐Yes ☐No
If yes, list date added, element name and construction vendor: _____

9) Date of last course inspection by professional firm (Month/Year/Name of firm): _____
_____
Have you made the recommended improvements on the course since the last professional inspection?
☐Yes ☐No

10) How often is the course inspected?
☐Monthly ☐Quarterly ☐Bi-annually ☐Annually ☐Other: _____

11) Describe the maintenance program for the zip lines and all safety equipment? _____
_____

12) How many cycles per zip line before you retire and replace the line? _____

13) What type of breaking system is used? ☐Active ☐Passive

14) Do you maintain a written log documenting inspections of the lines and related equipment?
☐Yes ☐No

15) Do you have padding on your platforms or trees/poles? ☐Yes ☐No

16) Do you provide any services after dark, including but not limited to, night zip lining and overnight camping functions? ☐Yes ☐No
If yes, describe: _____

17) Is the entire course ever rented to outside groups or individuals? ☐Yes ☐No

The information I have provided is true and accurate to the best of my knowledge. I have not willfully concealed or misrepresented any material fact(s) or information. I understand completion of this questionnaire does not compel the company to provide coverage.

_____ _____
Applicant's Signature Date

_____ _____ _____
Agent's Signature Agency Name Date

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in the sport of climbing, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence _____ and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that the sport of climbing involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, death, paralysis, broken bones, torn ligaments, or bruises as a result of falls from walls on which climbing is being done; participants being struck by falling objects, such as other climbers or equipment; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

Signature_____ **Print Name**_____

Address_____ **City**_____ **State**_____ **Zip**_____

Telephone (___)_____ **Date** _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian_____ Print Name_____ Date_____

(If notarization is necessary, please sign & stamp this side of form.)