

Lake Geneva Canopy Tours, LLC

(d.b.a. Lake Geneva Ziplines & Adventures)

Visitors Agreement

This agreement must be read, understood, and signed by each adult Visitor to the premises of, Lake Geneva Canopy Tours, LLC, (“LGCT”), a Wisconsin limited liability company doing business as Lake Geneva Ziplines & Adventures and Lake Geneva Team Building Adventures. If the Visitor is a minor (under the age of 18) this agreement must be signed by their parent or legal (court appointed) guardian (either, parent or guardian, referred to below as “Parent”). **If Parent is also a visitor to the Tour, they must sign below as both Parent and adult Visitor.** Visitors fifteen years of age and younger must be accompanied by a responsible adult who must be on the premises and immediately available if called on by the child or staff. “Premises” as used in this Agreement refers to activity sites and adjacent properties.

In consideration of the services of LGCT, I, an adult Visitor and/or the Parent of a Visitor who is a minor, acknowledge and agree as follows:

Activities: The activities offered by LGCT include a variety of opportunities for adventure recreation and personal growth. They include the following:

- 1) **Zipline canopy tour** – The tour consists of ziplines, skybridges, stairways, towers and other related structures. A series of high (up to 70 feet) platforms and cable traverses using safety harnesses and associated hardware allow riders to move through the upper forest canopy challenged by the difficulties of stepping off a high platform, confronting a fear of heights and the risks associated with the activity. Skybridges are walkways high in the forest canopy consisting of planking supported by steel cables and cable handrails. Participants wear safety harnesses clipped onto overhead steel cables with attached safety lanyards. Canopy tour groups will typically consist of up to nine participants, accompanied by two or more guides who will do all equipment transfers. Participants are not instructed in gear transfers and in fact are instructed to do nothing with respect to their gear. Participants are required to be active throughout their tour. Participants must be reasonably fit and able to control the speed of their travel along the ziplines by applying pressure to the cable with their hand (leather gloves are provided).
- 2) **High Ropes Course** - The course has 16 traversing elements including bridges, a cargo net, swings and zip-line. Participants receive an orientation and are expected to transfer gear while supervised by staff and to be active participants throughout their ropes course experience.
- 3) **Climbing Tower** - The climbing tower consists of three rock climbing walls and a “multi-element” side that includes a cargo net, and ladder style segments. Participants are belayed by staff, or by other members of their group (under staff supervision) under certain circumstances.
- 4) **Team building and team bonding activities** – These educational activities are designed to engage participants in active, hands-on learning. In addition to the occasional use of the ziplines, high ropes course and climbing tower the activities may include the following: a) **Adventure games**, which are fun and cooperative activities designed to break down barriers and inhibitions among group members, usually in preparation for other program activities. b) **Group Initiatives**, more challenging than the games, present varying degrees of physical and emotional risk, some of which may require physical spotting of other participants to reduce the potential of injury. Activities range from low-risk (passing a ball in a pattern around a circle) to high-risk (climbing a 12-foot wall with assistance from other group members). Initiatives allow groups to practice collaboration, problem-solving, communication, and leadership, and are particularly valuable for building a greater sense of community among members. c) **Low Ropes and Trust Activities** - a series of obstacles requiring a group to use creative solutions to overcome them. Members practice giving and accepting emotional and physical support. Group members may be elevated off the ground, in which case other group members may provide spotting, including the possibility of touching, to reduce the risk of physical injury. Tasks include, among others, rope swinging, close-to-the-ground tighrope walking, trust falls, and lifting and carrying by group members.

5) **Outdoor Programs** - Educational activities involve participants in hand-on learning and hiking. Participation varies based on the program chosen. Activities include shelter building, fire building, walking off-trail, and collecting natural materials. In addition, groups may choose to also engage in the ziplines, high ropes course and climbing tower.

6) **Hiking and Biking** - Participants will travel on dirt paths through wooded and grassy areas. The trails include natural hazards including roots, rocks, loose soil/gravel, and fallen tree branches and in certain areas, "man-made" features such as wooden bridges.

7) **Off-Site Activities** - Certain activities of LGCT may be offered off-site – that is, on premises not owned or operated by LGCT or an affiliate of LGCT. Off-site activities include a variety of opportunities for adventure recreation, team building and bonding and personal growth and may include adventure games and group initiatives, as described above.

Medical and Conditioning Issues: The activities are designed for use by participants of average mobility and strength who are in reasonably good health. Participants with underlying physical or mental problems that put them at greater risk of injury or illness during an activity must carefully consider those risks before choosing to participate and must fully inform the tour staff of such conditions, in writing, prior to the beginning of the activity.

Risks: Serious injuries are uncommon in the activities and moving about the premises, but the risk of illness, injury and even death does exist. Among the hazards and risks of the activities and use of the premises and equipment are the following: transportation at the site by tractor-drawn trailer with seats or other ATV, and collisions and other vehicle accidents; sometimes rocky, wooded and uneven terrain; falls and abrupt and possibly harmful contact with other persons, structures and objects; carelessness and misjudgments of other Visitors and staff, including by failing to follow procedures, instructions and operating policies; the failure of structures and equipment; and the forces of nature. Visitors may experience an increased heart rate and other symptoms of anxiety and stress due to, among other things, heights, physical exertion and reliance on others. Injuries may include breaks, sprains, strains, bruises, and other trauma and in extreme cases emotional upset and even death. Visitors may be exposed to contagious and other diseases, including the Coronavirus, described below. Not all activities will be supervised by staff. Responses to emergencies may not be immediate. Participants must accept responsibility for their own behavior and for the well-being of others.

Acknowledgement and Assumption of Risks: I, adult Visitor and/or Parent, understand the nature of the activities in which I or the minor Visitor for whom I sign below will engage. I understand that the description of risks above is not complete and that other risks may be encountered. I understand further that the risks described above, and other risks, are inherent in the activities and moving about the premises – that is, they cannot be eliminated without changing the essential nature and educational and other values of the experience.

I acknowledge and voluntarily assume ALL the risks of illness, injury, and death associated with the activities and visiting the premises, inherent and otherwise, and whether or not described above, including those which may result from the negligent acts or omissions of other Visitors or staff. If I am signing this agreement as Parent, I have discussed the activities and risks with the minor Visitor, who understands them and wishes to visit, nevertheless.

AGREEMENTS OF RELEASE AND INDEMNITY. I, AN ADULT VISITOR AND/OR PARENT OF A VISITOR WHO IS A MINOR (AS PARENT, FOR MYSELF AND ON BEHALF OF THE MINOR), HEREBY RELEASE, INDEMNIFY (THAT IS, PROTECT AND PAY COSTS, INCLUDING ATTORNEY'S FEES AND INSURANCE DEDUCTIBLES) LAKE GENEVA CANOPY TOURS, LLC, ITS OWNERS, MANAGERS, AGENTS, AND EMPLOYEES, AND THE OWNER OR OWNERS OF THE PROPERTY ON WHICH ON-SITE ACTIVITIES ARE CONDUCTED (THE RELEASED PARTIES) FROM, AND AGREE NOT TO SUE THEM FOR, ANY LIABILITY OR CAUSES OF ACTION, CLAIMS AND DEMANDS OF ANY KIND AND NATURE WHATSOEVER THAT MAY ARISE FROM OR RELATE IN ANY WAY TO MY, OR THE MINOR VISITOR'S BEING ENROLLED IN, PARTICIPATING IN, OR BEING ON THE PREMISES OF, A PROGRAM OR ACTIVITY OF LAKE GENEVA CANOPY TOURS, LLC. THESE AGREEMENTS OF RELEASE AND INDEMNITY INCLUDE CLAIMS OF INFECTION BY THE COVID-19 VIRUS, OR OTHER INFECTIOUS DISEASES. THE CLAIMS HEREBY RELEASED AND INDEMNIFIED AGAINST INCLUDE CLAIMS OF NEGLIGENCE OF A RELEASED PARTY, BUT NOT CLAIMS OF GROSS NEGLIGENCE OR WILLFUL INJURY.

Other: Wisconsin Statute: For myself and for the minor Visitor, if any, I acknowledge that, pursuant to Wisconsin law, Wis. Stat. § 895.525, a visitor to recreational premises has the responsibility to act within the limits of their ability, to heed all warnings regarding participation in the recreational activity, to maintain control of their person and any applicable equipment or devices, and to refrain from acting in any manner that may cause or contribute to death or injury to them or to other persons.

Medical: I am, and/or the minor Visitor is, physically able to participate in the activities of LGCT and move about its premises without being a danger to ourselves or others. Neither I nor the minor Visitor has a history of illness or injury, is pregnant, or is currently using, and will not use, any substance, medicine, drug or alcohol, which may hinder my or the minor Visitor's ability to participate in any activity or move about the premises. I understand that medical care may not be immediately available in the event of an injury or other medical emergency related to the activities or premises. If I, or the minor Visitor, am injured or become ill, I authorize LGCT to provide or seek medical assistance and I accept responsibility for any expenses that may be incurred in connection with any such illness or injury, including the costs of evacuation, hospitalization, and medical treatment and any sums payable to anyone by reason of any injury or loss of life or other loss that I or the minor may cause or sustain.

Right to refuse participation: I understand that LGCT may refuse participation in its activities, or access to the premises, to any person that its staff may deem a hazard to themselves or to others. LGCT may alter its published or announced requirements for participation in its activities and/or use of the premises at any time and for any reasons that it may deem appropriate.

Right to bargain: I acknowledge that prior to signing this Visitors Agreement, I, as Parent and/or adult Visitor, may contact a representative of LGCT to discuss and/or bargain regarding any of the terms set forth herein, including the release provisions. I further understand that any modification of this Agreement might result in an increase in fees paid by me.

Partial Invalidity: I agree that should any part of this Agreement be judged invalid by a court with proper jurisdiction that all other parts not so judged shall nevertheless remain valid and in effect.

Media Release: I understand that LGCT reserves the right to use voice, video or other photographic images of me or the minor Visitor for future marketing, educational, or other purpose, and I, for myself and on behalf of a minor Visitor for whom I sign below, hereby consent to such use, without compensation.

Applicable laws: The laws of the State of Wisconsin (but not the laws which might invoke the laws of another jurisdiction) shall govern this Agreement and I agree that the courts with jurisdiction in Walworth County shall have jurisdiction in any dispute that may arise between me, or the minor visitor and a Released Party.

I have read, fully understand, and hereby agree to the terms of this agreement, voluntarily and with knowledge of the activities and their risks. I acknowledge that this agreement shall be effective and binding upon myself, a minor visitor for whom I sign, and our respective heirs, assigns, personal representatives, and estates. I have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant's Name: _____ Participant is a minor

If Participant is a Minor

Name of Legal Guardian: _____

Conditional Requirements for Harnessed Adventures

Zipline & High Ropes Participants: <ul style="list-style-type: none"><input type="checkbox"/> Participant is at least 4 feet tall.<input type="checkbox"/> Participant is between 70-250 pounds.<input type="checkbox"/> Participant is not pregnant.	Climbing Tower Participants: <ul style="list-style-type: none"><input type="checkbox"/> Participant is at least 4 years of age.<input type="checkbox"/> Participant is under 250 pounds.<input type="checkbox"/> Participant is not pregnant.
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Participant Information

Birthdate: _____

Phone: _____

Email: _____

Medical Conditions relevant to participation in adventures: _____

Participant has no medical conditions relevant to participation in adventures

Emergency Contact

Name: _____

Phone: _____

Participant Signature: _____ **Date:** _____

If participant is a minor

Signature of legal guardian: _____ **Date:** _____