

Zip Line Participant Agreement, including Assumption of Risks and Agreements of Release and Indemnification

This form must be read, understood, and signed by all Participants, minors (persons under 18 years of age) must have a parent or guardian sign this waiver.

No applicant may participate in an activity unless these signatures are provided.

The parties to this agreement are Aerial Adventures, LLC and the persons signing below ("Participant" and "Parent").

**Description of Activities:** The following elements are included in the tours:

1. **Zip Lines Canopy Tour.** High cable traverses using safety harnesses and associated hardware. Riders zip through the upper forest canopy and are challenged to grapple with such issues as the difficulty of taking first steps, confronting a fear of heights, and the risks of accepting new challenges.

2. **Climbing Towers.** High climbing elements utilizing live belay systems along with safety harnesses and associated hardware.

3. **High Ropes Course Elements.** A challenging obstacle course high up in the tree line. Participants wear safety harnesses attached to safety lanyards clipped in to overhead steel cables. High Ropes Course elements invite participants to test their emotional and physical limits, and the experience usually provides dividends in the form of greater self-confidence and self-respect.

Tour groups will generally be limited to groups of 8 participants accompanied by guides. The tour will be led by staff trained to guide participants toward their desired educational and recreational outcomes. All equipment will be fitted and checked by staff, progress throughout the tour will be closely monitored by guides, and all equipment transfers will be performed by guides. Participants must be reasonably fit. Those who elect to traverse the High Ropes Course elements must be prepared to accept a relatively high degree of physical and emotional challenge on obstacles that will test their strength, stamina, and courage..

**Medical Concerns:**

Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, arthritis, tendonitis, and other joint and musculo-skeletal problems may all impair the safety and well being of participants on the courses, as may other medical and psychological and psychiatric problems. All such conditions may increase the inherent risks of the experience and cause the Participant to be a danger to himself or others. Participants with underlying medical problems that put them at greater risk of injury or illness during a canopy tour must carefully consider those risks before choosing to participate, and they must fully inform tour staff in writing prior to the beginning of the tour. Facility Operator reserves the right to exclude any applicant from participation, for medical, safety, or other reasons.

**Inherent and Other Risks:** Injuries are uncommon on Zip Lines, Climbing Towers and High Ropes programs, but the risk of injury certainly exists, by reason of falls, contact with other participants and fixed objects, moving about the grounds on which the activities are initiated and conducted, and otherwise. A number of risks are inherent to the activities. These are risks that cannot be eliminated without changing the essential nature and educational and other values of the activities. The emotional risks range from simple hurt feelings to panic and psychological trauma (fear of heights, for example). The physical risks range from small scrapes and bruises to bites and stings, broken bones, sprains, neurological damage, and, in extraordinary cases, even death.

Injuries may be a natural consequence of the activity undertaken, a consequence of structural design or failure, as a result of environmental hazards (including terrain and weather), a result of errors of judgment or other negligence of staff or participants, or otherwise; and may occur in spite of the reasonable efforts of staff to prevent them. In all such cases, these inherent risks, and other risks which may not be inherent, must be accepted by those who choose to participate.

In consideration of the tour program which I and my group have contracted for with Aerial Adventures, LLC, I(we) the undersigned Participant(s), and the Parent of a minor Participant (for himself or herself and on behalf of the minor participant), agree as follows:

1. I understand the nature of the activities that Participant will be engaging in as described above.

2. I understand that there are risks of injury associated with these activities.

3. I acknowledge and voluntarily assume the risks of illness and/or injury associated with these activities, inherent and otherwise, and whether or not described above, including those which may result from the negligent acts or omissions or other participants or staff.

4. I hereby release, indemnify and hold harmless Aerial Adventures, LLC, its owners, agents and employees, and the owner or owners of the property on which the tour is conducted (the "Released Parties"), from, and agree not to sue them for, any liability for claims that may arise out of or relate in any way to my or the minor child's enrollment or participation in any Aerial Adventure, LLC program. The claims hereby released and indemnified include claims of negligence of a released party, but not claims of gross negligence or willful injury.

5 I accept responsibility for any expenses that may be incurred for any illness or injury that may result from my, or the minor participant's, participation in any Aerial Adventure, LLC program, including the costs of evacuation, hospitalization, and medical treatment and any sums payable to anyone by reason of any injury or loss of life that I may sustain through my participation in any Aerial Adventures, LLC program, and for all expenses associated with the defense of any such claims. I understand that this indemnification means that I accept responsibility for paying any costs, including attorneys' fees, that may be due for claims made against Aerial Adventures, LLC.

6 Aerial Adventures, LLC reserves the right to use video or other photographic images of Participant for future marketing, educational or marketing programs, and Participant (and Parent) hereby consent to such use, without compensation.

7 I agree that the laws of the State of Wisconsin shall govern in this agreement and that the courts with jurisdiction in Walworth County shall have jurisdiction in any dispute that may arise between Participant and Aerial Adventures, LLC.

8 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.

9 I have read, fully understand, and hereby agree to the terms of this agreement.

PLEASE PRINT. All Fields are Required.

Address: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ E-Mail \_\_\_\_\_

Please list each participants' name, age and all current or past medical conditions that may affect the safety or well-being of

Participant(s) or others: Each participant (or legal guardian of a minor) must sign by their printed name.

Name: \_\_\_\_\_

Age \_\_\_\_\_ Signature \_\_\_\_\_

Medical Conditions? \_\_\_\_\_

Name: \_\_\_\_\_

Age \_\_\_\_\_ Signature \_\_\_\_\_

Medical Conditions? \_\_\_\_\_

Name: \_\_\_\_\_

Age \_\_\_\_\_ Signature \_\_\_\_\_

Medical Conditions? \_\_\_\_\_

Name: \_\_\_\_\_

Age \_\_\_\_\_ Signature \_\_\_\_\_

Medical Conditions? \_\_\_\_\_

Company or Group Name (if any) \_\_\_\_\_ Date \_\_\_\_\_