

Lake Geneva Canopy Tours, LLC – 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 participant is a minor (under the age of 18) this agreement must be signed by a parent or legal (court-appointed) guardian (either, parent or guardian, referred to below as “Parent”) of the minor Visitor. If the Parent is also a Visitor, Parent must sign below for himself or herself and on behalf of an accompanying minor. No person may visit the premises, to participate in zipline, high ropes course, team building, hiking and biking or other activities unless these signatures are provided. 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.

In consideration of the services of LGCT, I, an adult Visitor 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 and include the following:

1) **Zipline canopy tour** - Ziplines, skybridges, stairways, towers and other related activities. The tour consists of high (up to 70 feet) platforms and cable traverses using safety harnesses and associated hardware, which 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 but are instructed that they are required to be active participants 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). They may also be required to self-rescue by pulling themselves along a stretch of cable in the event they lose momentum before reaching a given landing platform.

2) **Team building activities** - Educational activities designed to engage participants in active, hands-on learning. In addition to the occasional use of the zip-lines, high ropes course and climbing tower (see below) the activities may include any or all 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**, which are somewhat more challenging than the games. These activities present varying degrees of physical and emotional risk, some may require physical spotting of other participants to reduce the potential of injury. Activities may 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 give a group practice in 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** - These activities invite group members to practice giving and accepting emotional and physical support. All events require spotting to reduce the risk of physical injury and include such activities as trust falls, rope swinging, close-to-the-ground tightrope walking, and lifting and carrying by group members.

3) **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.

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

Medical and Conditioning Issues: The activities are designed for use by participants of average mobility and strength who are in reasonably good health. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, arthritis, tendonitis, or other joint and muscular-skeletal problems may create risks to the safety and wellbeing of participants as might other medical, physical, and emotional conditions. All such conditions may increase the inherent risks of the experience and cause the participant to be a danger to themselves or others. Participants with underlying medical 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. LGCT reserves the right to exclude any applicant from participation, for medical, safety, or any other reason.

Risks: Serious injuries are uncommon in the activities and moving about the premises, but the risk of injury or death certainly exists, including by reason of falls, contact with other participants and visitors and fixed objects, equipment and structural failure, and moving about or being transported (by tractor/wagon, utility vehicle or other means) on the grounds on which the activities are initiated and conducted. Participants may be exposed to contagious diseases, including the Coronavirus, described below. These risks are inherent to the activities and a visit to the premises – that is, they cannot be eliminated without changing the essential nature and educational and other values of the experience. The emotional risks range from unwelcome or inadvertent touching and simple hurt feelings to panic and psychological trauma (such as fear of heights or depending on others). The physical risks range from small scrapes and bruises to bites and stings, broken bones, sprains, neurological damage, serious illness and disease, and in extraordinary cases, even death. The property on which the activities are conducted includes hilly, rocky, and wooded terrain, ravines and animals and plants which may cause harm. Trails may be rough and uneven and include potentially dangerous man-made structures and other, including natural, obstacles may be encountered. Injuries may be a natural consequence of the activities undertaken, as a result of the environmental hazards (including terrain and weather), a result of errors in judgment or other negligence of staff or participants, and may occur in spite of the reasonable efforts of staff to prevent them. Not all activities will be supervised by LGCT staff.

Covid-19: The threat of the Covid-19 virus (coronavirus, “the virus”) requires a heightened awareness of this disease and preventative measures to reduce the chances of infection of Visitors and staff. Visitors must 1) be free of infection and circumstances (including recent travel and exposure to others) which might indicate the possibility of infection, 2) frequently sanitize hands, 3) minimize close personal contact with others and wear a face cover while participating in their LGCT activities, 4) immediately report to staff any condition or conduct which might indicate the presence of or contribute to the spread of the virus, or any other communicable disease. Visitors must carefully read and understand the Covid-19 policies of LGCT (on the LGCT website, posted in the LGCT Welcome Center and as explained by LGCT staff during tour orientation) and ask questions if they do not understand the issues of screening and protection.

Acknowledgement and Assumption of Risks: I understand the nature of the activities in which I will engage and that there are risks of injury and even death associated with these activities. I acknowledge and voluntarily assume ALL the risks of illness, injury, and death associated with these activities and a visit to the premises of LGCT, inherent and otherwise, and whether or not described above, including those which may result from the negligent acts or omissions of other participants 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 MONOR (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 THE TOUR IS CONDUCTED (THE RELEASED PARTIES) FROM, AND AGREE NOT TO SUE THEM FOR, ANY LIABILITY FOR CAUSES OF ACTION, CLAIMS AND DEMANDS OF ANY KIND AND NATURE WHATSOEVER THAT MAY ARISE OF OR RELATE IN ANY TO MY, OR THE MINOR VISITOR'S BEING ENROLLED IN, PARTICIPATING IN, OR BEING ON THE PREMISES OF A PROGRAM OF LAKE GENEVA CANOPY TOURS, LLC. THESE AGREEMENTS OF RELEASE AND INDEMNITY 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: For myself and for the minor visitor, if any, I acknowledge that, pursuant to the recreational activities statute, Wis. Stat. § 895.525, that a visitor 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.”

I accept responsibility for any expenses that may be incurred in connection with any illness or injury or other loss that may result from my, or my minor child's, being enrolled in or participating in a program of LGCT or otherwise visiting the premises of any such activity, 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 child may cause or sustain. I understand that emergency medical care may not be immediately available in the event of an injury or health event during the activities.

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. My, or our, visit and participation in the activities is purely voluntary, in spite of the risks. I have, and the minor visitor has, no history of illness or injury, are not pregnant, and are not 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. Contact Tracing: If contamination by Covid-19 or other communicable disease is suspected in connection with the activities of LGCT, and contact tracing is sought by a government health authority, I agree that LGCT may give to that authority whatever information it has to allow the authority to contact me, as an adult visitor or Parent. I am, and/or the minor visitor is, in sufficient physical condition and is physically able to participate and undertake all the activities and to use the facilities; has no disability, impairment or ailment preventing me, and/or the minor visitor, from active or passive exercise, or that will be detrimental to my and/or health, safety, comfort or condition if, and/or the minor visitor, do so engage or participate.

I understand that LGCT may refuse participation in its activities, or access to its 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 its property at any time and for any reasons that it may deem appropriate.

I acknowledge that prior to signing this Visitors Agreement, which includes agreements to release and waive liability, assume risks and indemnify, I, as Parent or adult visitor, I may contact a representative of LGCT to discuss and/or bargain regarding any of the terms set forth herein. I further understand that any modification might result in an increase in fees paid by me.

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. LGCT reserves the right to use voice, video or other photographic images of a 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. 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.

Visitor's Name:

Name of Minor (if completing for a minor):

Birthdate:

Height:

Weight:

Address:

City:

State:

Zip:

Phone:

Email:

Medical Conditions:

(write "none" above if you have no medical conditions to state)

Participant Signature :

Date :

LAKE GENEVA CANOPY TOURS, LLC

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