

LAKE GENEVA CANOPY TOURS, LLC
Minor Participant Agreement including Assumption of Risks
and Agreement of Release and Indemnification

This form must be read, understood, and signed by each Participant. This form must also be signed by a parent or legal guardian (referred to as Parent) for the minor Participant (a person under the age of 18). No applicant may participate in a Zipline Canopy Tour and/or Team Building program unless these signatures are provided. If parent is also a participant, the parent signs for himself or herself on a separate form. The parties to this agreement are Zipliner Adventure Parks, LLC and Lake Geneva Canopy Tours, LLC, doing business as Lake Geneva Canopy Tours (Provider) and the persons signing below (Participant).

Description of Zipline Canopy Tour Activities: The Lake Geneva Canopy Tour activities provide opportunities for adventure recreation and environmental education. The Zipline Canopy Tour includes Ziplines, Skybridges, Stairways, Hiking Trails, and other related activities. Ziplines are high cable traverses using safety harnesses and associated hardware. Riders zip through the upper forest canopy and are challenged with the difficulties of stepping off a high platform, confronting a fear of heights, and the risks associated with these and other new challenges. 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. Tour groups will generally be limited to 8 participants accompanied by two guides. The tour through the forest canopy will be led by a guide trained to lead participants towards their desired recreational and educational outcomes. All equipment will be fitted and checked by the staff, progress throughout the tour will be closely monitored and all equipment transfers will be performed by the guides. Participants must be reasonably fit and able to control the speed of their travel along the ziplines by applying pressure to the cable with leather gloves. They may also be required to self rescue by pulling themselves along a stretch of cable in the event they lose momentum before reaching any given landing platform.

Description of Team Building Activities: Adventure challenge programming includes educational activities that are designed to engage participants in active, hands-on learning. A program may include any or all of the following.

1. **Adventure Games.** Fun, cooperative games with low physical risk, designed to break down barriers and inhibitions among group members, usually in preparation for other program activities.
2. **Group Initiatives.** Challenging activities with varying degrees of physical and emotional risk, some of which may require physical spotting to reduce the incidence 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 sharing; and are particularly valuable for building a greater sense of community among members.
3. **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. Many of these events may form the basis of a group initiatives challenge.

Medical Concerns: The Zipline Canopy Tour or Team Building program is 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 impair the safety and well being of participants on the course; as might other medical, physical, psychological and psychiatric problems. 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 a Zipline Canopy Tour or Team Building program must carefully consider those risks before choosing to participate, and must fully inform the tour staff, in writing, prior to the beginning of the tour. Provider reserves the right to exclude any applicant from participation, for medical, safety, or any other reasons.

Inherent and Other Risks: Serious injuries are uncommon in Zipline Canopy Tours or Team Building activities, but the risk of injury or death certainly exists, by reason of falls, contact with other participants and fixed objects, moving about or being transported on the grounds on which the activities are initiated and conducted. A number of risks are inherent to the activities. These are risks that cannot be eliminated without changing the essential nature and educational value of the experience. The emotional risks range from unwelcome or inadvertent touching, simple hurt feelings to panic and psychological trauma (such as fear of heights). The physical risks range from small scrapes and bruises to bites and stings, broken bones, sprains, neurological damage, and in extraordinary cases, even death. The property on which the tour is located includes hilly, rocky, and wooded terrain, ravines and animals which may bite or sting. 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, or otherwise: and may occur in spite of the reasonable efforts of staff to prevent them. In all cases, these inherent risks, and other risks which may not be inherent, whether or not described above must be accepted by those who choose to participate.

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In consideration of the Zipline Canopy Tour and/or Team Building program which I have contracted for with Provider, I (we) the undersigned Participant(s) and the Parent or Legal Guardian of a minor Participant (for himself or herself and on the behalf of the minor participant), agree as follows:

INITIAL EACH ITEM BELOW confirming both parent/guardian and minor have read, understood and agree to the statement.

 I 1. I understand the nature of the activities that I will engage in as described above. I understand there are risks of injury and death associated with these activities. I acknowledge and voluntarily assume the risks of illness, injury, and death associated with these activities, 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.

 I 2. I hereby release, indemnify, and hold harmless Provider, 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 causes of action, claims and demands of any kind and nature whatsoever that may arise out of or relate in any way to my or my minor child's enrollment or participation in Provider's programs. The claims hereby released and indemnified include, among others, claims of other participants and of members of Participant's family and claims of negligence of a released party, but not the claims of gross negligence or willful injury.

 I 3. I accept responsibility for any expenses that may be incurred for any illness or injury that may result from my, or my minor child's enrollment or participation in Provider's programs, 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 Provider's programs.

 4. I am physically able to safely complete the Zipline Canopy Tour and/or Team Building program. My participation in this activity is purely voluntary, no one is forcing me to participate, and I have elected to participate in spite of the risks. I have no history of illness or injury, I am not pregnant, and I am not currently using any substance, medicine, drug or alcohol that may hinder my ability (or that of my participating minor child) to participate on any Zipline Canopy Tour and/or Team Building program. I understand that Provider may refuse participation in its Zipline Canopy Tour or Team Building program to any person that its owners, agents, or employees deem a hazard to themselves or to others. Provider may alter its published or announced requirements for participation in its Zipline Canopy Tour or Team Building program and for use of its property at any time and for any reasons that it may deem appropriate.

 5. I am the parent or legal guardian of the minor child whose signature appears on this release form. I have discussed the terms of the above Agreement with my child and am assured by my child that he or she understands the agreement and has freely accepted the terms. I agree that the minor child has my consent to participate in the Zipline Canopy Tour and/or Team Building program. My signature below reflects my agreement to fully release the Released Parties, as provided above, from any claim which I may have, and, to the fullest extent allowed by law, to release such persons on behalf of my child, for any claim the child/children may have. I further provide my consent for the Provider to seek emergency treatment for the minor if necessary and agree to accept financial responsibility for the costs related to this emergency treatment.

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. Provider reserves the right to use voice, video or other photographic images of Participant for future marketing, educational, or other purpose, and Participant (and Parent or legal guardian) hereby consent to such use, without compensation. 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 Provider. 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, my heirs, assigns, personal representatives, and estates.

PLEASE PRINT. All information below is required except cell phone and email address for minors. If minor does not have a cell phone or email address, or prefers not to share that information, please leave those spaces blank. Do not put parent or someone else's information instead.

Participant's Name: _____ **Birthdate:** _____ **Height:** _____ **Weight:** _____ lbs.

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Cell phone: _____ **Email:** _____

Medical Conditions: _____ **(write "none" if you have no medical conditions)**

Minor's Signature: _____ **Date:** _____

Parent/Guardian Signature: _____ **Relation:** _____ **Date:** _____