

# AERIAL PARK – ADULT

## ACKNOWLEDGMENT OF RISK, WAIVER AND RELEASE OF CLAIMS

### IMPORTANT NOTICE!!

BEFORE SIGNING THIS ACKNOWLEDGMENT OF RISK, WAIVER AND RELEASE OF CLAIMS (THIS "AGREEMENT"), YOU MUST READ THIS AGREEMENT VERY CAREFULLY. IF AN ACCIDENT WERE TO OCCUR, YOU (BY SIGNING THIS AGREEMENT) WILL BE GIVING UP IMPORTANT LEGAL RIGHTS THAT YOU MIGHT OTHERWISE HAVE. IF YOU DO NOT UNDERSTAND ANYTHING IN THIS AGREEMENT, OR IF YOU OBJECT TO ANY PROVISION CONTAINED IN THIS AGREEMENT, YOU SHOULD NOT SIGN IT AND SHOULD SEEK ADVICE FROM YOUR LEGAL COUNSEL. REQUESTS FOR MODIFICATIONS TO THIS AGREEMENT MAY BE DIRECTED TO DELLS AERIAL PARK, LLC (d.b.a.: D-DAY INVASION ADVENTURE PARK) AT THE FOLLOWING NUMBER: (608) 254-5555.

I recognize and acknowledge that there are risks of serious physical and other injuries to participants and/or spectators associated with my use of the grounds, stairs, elevated structures, platforms, harnesses, helmets, suspended wires and ropes that are made accessible and available to Child Participant for his or her use by Dells Aerial Park, LLC (collectively, the "aerial park facilities"), including, but not limited to, broken bones, strains, sprains, bruises, pulled hair, abrasions, cuts, concussions, heart attack, heat exhaustion and, in some cases, permanent disability and even death. I also understand that severe social and economic loss might result not only from my own actions but also from the actions, inactions or negligence of others, or the condition of the aerial park facilities. Nevertheless, I agree to assume the risk of any injury, damage, or loss regardless of severity that I may sustain as a result of my use of the aerial park facilities, which use will include: walking along the ground; ascending and descending stairs; standing on elevated platforms; attaching and removing harnesses from my body; and crossing considerable vertical distances along fixed cables and ropes while climbing upon elements of the aerial park facilities, and in some cases suspended in a harness (collectively, "my Use").

Accordingly, ***I agree to waive, relinquish, discharge, release and covenant not to sue Dells Aerial Park, LLC, its members, officers, directors, employees, advisors, agents, insurers and attorneys (collectively, the "Released Parties"), from any and all rights, claims of injury, demands, causes of action, damages, loss or liabilities, whether based in strict liability, negligence or otherwise, that I may have or that may arise out of, is connected with, or is in any way associated with my Use of the aerial park facilities.*** Notwithstanding the foregoing and any other provision of this Agreement, I do not waive any rights that I may have to seek redress due to the reckless or intentional conduct of Dells Aerial Park, LLC, the Released Parties or any other individual or entity. It is my intention that this Agreement and the waiver of rights contained herein be binding on my family members, representatives, heirs, estate and assigns.

I have considered that if this Agreement were not as broad as it is, the cost for my Use of the aerial park facilities would be considerably higher, and I do not wish to pay a considerably higher cost. By signing this Agreement, I hereby waive the right to bargain for different terms in this Agreement. I also understand that if I later learn that any fact that I believed to be true at the time I signed this Agreement is later found to be incorrect, I am nevertheless bound by this Agreement.

**I have read this Agreement thoroughly and I fully understand it. I enter into it voluntarily. No one has made any representations, statements, promises or inducements to me that change or modify anything written in this Agreement.**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print your name: \_\_\_\_\_