

BIGFOOT ZIPLINE / ROPES COURSE – ADULT

ACKNOWLEDGMENT OF RISK, WAIVER AND RELEASE OF CLAIMS

IMPORTANT NOTICE!!

YOU MUST READ THIS ACKNOWLEDGMENT OF RISK, WAIVER AND RELEASE OF CLAIMS (HEREINAFTER “AGREEMENT”) VERY CAREFULLY BEFORE SIGNING. 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 YOU SHOULD SEEK ADVICE FROM YOUR LEGAL COUNSEL. REQUESTS FOR MODIFICATIONS TO THIS AGREEMENT MAY BE DIRECTED TO BIGFOOT ZIPLINE, LLC AND DELLS AREIAL PARK, LLC 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, platforms, harnesses, helmets and suspended wires made accessible to me for my use by Bigfoot Zipline, LLC and/or Dells Aerial Park, LLC (collectively, the “Zipline/Rope Course Facilities”), including, but not limited to, broken bones, strains, sprains, bruises, pulled hair, abrasions, 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 from the condition of the Zipline/Rope Course 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 Zipline 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 descending considerable vertical distances along fixed wires while suspended in a harness (collectively, “my Use”).

Accordingly, I agree to waive, relinquish, discharge, release and covenant not to sue Bigfoot Zipline, LLC or 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 Zipline/Rope Course 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 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 acknowledge that I have the opportunity to request modifications to this Agreement as referenced in the Important Notice section, above. I have considered that if this Agreement were not as broad as it is, the cost for my Use of the Zipline/Rope Course 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 nevertheless am bound by this Agreement.

I do not have any physical or psychological condition(s) that would interfere with my ability to participate in the activities stated above in paragraph 2. 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: _____