

# BIGFOOT ZIPLINE / ROPES COURSE – CUSTODIAN WAIVER

## ADULT CUSTODIAN ACKNOWLEDGMENT OF RISK, WAIVER, INDEMNIFICATION AND RELEASE OF CLAIMS

### IMPORTANT NOTICE!!

BEFORE SIGNING THIS ACKNOWLEDGMENT OF RISK, WAIVER, INDEMNIFICATION 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 BIGFOOT ZIPLINE, LLC AND DELLS AERIAL PARK, LLC AT THE FOLLOWING NUMBER: (608) 254-5555

I \_\_\_\_\_ ← (print your name here) am the adult custodian of \_\_\_\_\_ ← (print child's name here) (hereinafter referred to as “Child Participant”), who is a minor guest at the Bigfoot Zipline facility. I hereby give approval for Child Participant’s Use of the Zipline/Rope Course Facilities. Child Participant’s Use of the Zipline/Rope Course Facilities is by choice and is completely voluntary.

I recognize and acknowledge that there are risks of serious physical and other injuries to participants and/or spectators associated with Child Participant’s use of the grounds, stairs, platforms, harnesses, helmets and suspended wires made accessible and available to Child Participant for his or her use by Bigfoot Zipline, LLC and 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 Child Participant’s own actions but also from the actions, inactions or negligence of others, or the condition of the Zipline Facilities. Nevertheless, I agree to assume the risk of any injury, damage, or loss regardless of severity that Child Participant may sustain as a result of Child Participant’s use of the Zipline/Rope Course Facilities, which use will include: walking along the ground; ascending and descending stairs; standing on elevated platforms; attaching and removing harnesses from Child Participant’s body; and descending considerable vertical distances along fixed wires while suspended in a harness (collectively, “Child Participant’s Use”).

Accordingly, in my capacity as adult custodian for Child Participant, ***I agree on behalf of myself, my spouse, my children, my heirs, estate and assigns, 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 we may have or that may arise out of, is connected with, or is in any way associated with Child Participant’s Use of the Zipline Facilities.***

Furthermore, ***I agree to indemnify and hold harmless the Released Parties against any claim of liability or loss from personal injury or property damage resulting from or arising out of Child Participant’s Use of the Zipline Facilities.***

Notwithstanding the foregoing and any other provision in this Agreement, I do not indemnify nor do I waive any rights that Child Participant or I may have to seek redress due to the reckless or intentional conduct of the Released Parties, or any other individual or entity.

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 Child Participant’s 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 represent and warrant that Child Participant does not have any physical or psychological condition(s) that would interfere with his/her 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: \_\_\_\_\_

Adult Custodian of:

\_\_\_\_\_  
(Adult’s Signature)

\_\_\_\_\_  
(Print Child’s Name)

CHILD

\_\_\_\_\_  
(Adult’s Printed Name)