



Zip Line Participant Agreement including Waiver of Negligence, Assumption of Risks and Agreement of Release and Identification

This form must be read, understood, and signed by all Participants, adults, minors (persons under the age of 18) and by a parent or legal guardian ("Parent") for a minor Participant. Parent signs for himself or herself and on the behalf of the minor child. No applicant may participate in the Zip Line unless this Agreement is fully executed. This Agreement shall insure to the benefit of Wilderness Hotel and Resort, Inc., its parents, subsidiaries, related organizations, officer, directors, employees, agents and assigns ("Provider").

The purpose of this release and waiver is to give up my right to sue Wilderness Hotel and Resort, Inc., its parents, subsidiaries, related organizations, officer, directors, employees, agents and assigns and all event organizers for their negligent acts.

Description of Activities: The Zip Line is an attraction that provides opportunities for adventure recreation and environmental education. Zip lines are high cable traverses using safety harnesses and associated hardware. Riders zip through the canyon canopy and are challenged with the difficulties of stepping off a high platform, confronting a fear of heights, and the risks of accepting these and other new challenges. Participants wear safety harnesses clipped into overhead steel cables with attached safety lanyards. Tour groups will generally be up to 12 participants accompanied by two guides. The tour through the canyon 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 by the guides, and all equipment transfers will be performed by guides. Participants must be reasonably fit and follow the guide's directions at all times. The tour includes climbing a number of stair cases to reach the take off platforms. Participants must be physically able to complete these climbs.

Medical Concerns: The Zip Line 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, pregnancy, arthritis, tendonitis, or other joint and muscular-skeletal problems may impair the safety and well being of participants on the course; as may 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 Zip Line must carefully consider those risks before choosing to participate, and they must fully inform 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 other reasons.

Inherent and Other Risks: Serious injuries are not common in Zip Lines, but the risk of injury or death certainly exists, by reasons 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 and other values 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, cliffs, ravines, caves, creek beds, and a river with potential harmful plants and animals which may bite or sting. Injuries may be a natural consequence of the activity 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 despite 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.

In consideration of the Zip Line program which I and my family have contracted for with Provider, I (we) the undersigned Participant(s) and the Parent or Guardian of a minor Participant (for himself or herself and on the behalf of the minor participant), agree as follows:

INITIAL EACH ITEM BELOW

____ 1. I understand the nature of the activities that I will engage in as described above. I understand there are risks 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.

____ 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 Releases Parties) from, and agree not to sue then for any liability for causes of action, claims and demands of any kind and denture 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 members of Participants family and claims of negligence of a released party, but not the claims of gross negligence or willful injury.

____ 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 of loss of life that I may sustain though my participation in Provider’s program.

4. I am the parent or legal guardian of the minor child(ren) whose signature(s) appear 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 give my child permission to participate in the Zip Line 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(ren), for any claim the child(ren) may have.

____ 5. I am physically able to safely complete the Zip Line. 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 am not pregnant. I am not currently under the influence of alcohol, illegal drugs, or impairing legal drugs.

I understand the Provider may refuse participation in its Zip Line 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 Zip Line and for use of its property at any time and for any reasons that it may deem appropriate.

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) hereby consent to such use, without compensation. The laws of the State of Wisconsin shall govern in this agreement and that the courts jurisdiction in Sauk County, Wisconsin, shall have jurisdiction in any dispute that may arise between Participant and Provider.

I have read, fully understand, and hereby agree to 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 AND SIGN. (IF MINOR/PARENT/LEGAL GUARDIAN MUST SIGN)

Name: _____ Age: _____ Height: _____ Weight: _____

Address: _____ City: _____ State: _____ Zip _____

Telephone: _____ Email: _____ Room # _____

Medical Conditions: _____

Participant Signature: _____ Date: _____

Parent/Legal Guardian Signature: _____

Relationship: _____