



# Adventure Rock Visitor Agreement

21250 W. Capitol Drive-Pewaukee, WI 53072

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Participant First Name		Participant Last Name		Date of Birth	
Address					
City		State	Zip	Phone	
Emergency Contact			Emergency Phone		

In consideration of the use of the premises, facilities and services of Adventure Rock, Inc. ("AR"), a Wisconsin corporation, I, an adult visitor (eighteen years of age or older) or the parent or legally appointed guardian ("Parent") of a visitor who is a minor, understand, acknowledge and agree as follows:

**Activities:** I understand that the activities offered by AR include the following: climbing on and rappelling from artificial indoor walls; bouldering; the use of auto belays and manual belay systems; slacklining; independent and group exercising, including the use of exercise equipment; classes; programs; teams; competitions; and otherwise moving about AR premises and its outside perimeter ("Activities"). While an orientation will be provided for some Activities, and certain classes and programs are attended by staff, visitors should not assume that they are being supervised or observed in their Activities.

**Risks:** I understand that the Activities require moderate to heavy physical exertion and represent that neither I, nor the minor visitor (if applicable), has any mental or physical condition that might create risks to myself (or to the minor child), or to others. I understand that climbing and other Activities of AR are dangerous and that visitors will be exposed to risks including, among others, the following: (1) slips, falls or collisions while using the facilities, rock climbing walls, floors, landing areas, entrances and exits, and any other facilities or equipment; (2) misuse of equipment (**including, importantly, failure to properly clip into and operate the auto belays**) and facilities; (3) failure of equipment, including but not limited to worn or defective safety equipment; (4) my, or the minor child's, physical strength, coordination, sense of balance or ability to give or follow directions when climbing, belaying, using an auto belays or otherwise participating in Activities; (5) entanglements with ropes or equipment; (6) bad decision making by me or the minor child, including, if I am an adult visitor or Parent, while assisting the minor visitor in Activities; (7) the acts or omissions of other persons, including staff, which might include inadequate or faulty instructions; (8) falling climbers or dropped ropes, climbing hardware, wall components, or other items or personal effects ("Risks"). **These Risks and others are inherent to AR, its Activities and premises; they cannot be eliminated without destroying the basic nature of a visit to AR and participation in its Activities.**

**Assumption of Risks:** I understand that the Risks described above, and others, inherent or not, may result in all manner of trauma including breaks, sprains, abrasions, serious injury and even death. I acknowledge and assume all such Risks, inherent and otherwise, whether or not described above. I will carefully read and comply with the guidelines and warnings and instructional signage of AR. If the visitor is a minor, I, Parent, have discussed the guidelines, Activities and Risks with the child who understands them and wishes to participate nevertheless.

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**Release and Indemnity:** I, for myself or on behalf of the minor visitor, agree to release, not to sue, and to defend and indemnify (that is, to pay or reimburse damages and costs, including attorneys' fees), Adventure Rock Inc., its owners, directors, officers, volunteers, and employees ("Released Parties") with respect to any claim related in any way to my, or the minor's, visit to AR or participation in any Activities of AR. These agreements of release and indemnity include loss or damage caused or claimed to be caused in whole or in part by the negligence, but not the intentional wrongs or gross negligence, of a Released Party.

**Other:** I understand that AR offers free protective headgear for my or the minor visitor's use. I assume all risks of using or not using such protective headgear.

I hereby give my permission and consent to the taking of photographs, videotapes, and other images of me or the minor visitor without compensation.

The terms of this agreement and any dispute between a Released Party and a visitor or Parent, related to this agreement or otherwise, will be governed by the substantive laws (not including laws which might apply the laws of another jurisdiction) of the State of Wisconsin. Any suit or mediation of the dispute will take place solely in Waukesha County, Wisconsin. I consent to the jurisdiction of such courts, for myself or on behalf of the minor visitor.

This document is intended to be binding, to the fullest extent of the law, on all persons signing below, the minor child, if any, and their respective successors, heirs, executors, administrators and family members. It may not be altered. If any part of this document is deemed by a court of competent jurisdiction to be unenforceable the remainder shall nevertheless be in full force and effect.

This agreement will govern visits to the premises of AR on the date on which it is signed and thereafter until it is withdrawn by written notice to AR or replaced.

**The terms of this agreement are subject to good faith bargaining, which may include an enlargement of fees or other financial obligations for the visitor or Parent.**

**I have read and consent/agree to the terms and conditions herein, on behalf of myself or said minor (if applicable).**

**WARNING:** A person who falsifies his or her signature below or misrepresents the capacity (for example, as being at least 18 years old or as being the Parent) in which they sign will be considered a FORGER and in addition to other civil and criminal penalties will be deemed to have agreed to indemnify the Released Parties from and against any claim of loss asserted by or on behalf of a person whose visit to AR was facilitated by that forgery.

**If 18 or older:**

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**If signing on behalf a minor:**

Minor Participants Printed Name: \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent Printed Name: \_\_\_\_\_ Parent Phone # \_\_\_\_\_

