

# ADVENTUREROCKVISITOR AGREEMENT

PARTICIPANT FIRST NAME		PARTICIPANT LAST NAME		DATE OF BIRTH
ADDRESS				
CITY	STATE	ZIP	PHONE	
EMERGENCY CONTACT			EMERGENCY PHONE	

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

**Facilities:** Adventure Rock owns and operates multiple climbing, bouldering and fitness facilities in the State of Wisconsin (collectively, the "Adventure Rock Locations"). This agreement applies to the sports, activities, and events in and at all Adventure Rock Locations.

**Activities:** You understand that the sports, activities, and events offered by Adventure Rock include the following: the sport of rock climbing (i.e., climbing on and rappelling from artificial indoor walls; bouldering; the use of auto belays and manual belay systems; and route setting collectively, "Rock Climbing"); independent and group exercising and fitness activities, including with the use of exercise equipment; classes, including yoga; cycling; programs; teams; competitions; and otherwise moving about the Adventure Rock premises and its outside perimeter, as well as off-site activities (together with Rock Climbing, the "Activities"). While an orientation will be provided for some Activities, and certain classes and programs are attended by Adventure Rock staff, visitors should not assume that they are being supervised or observed in their Activities. **YOU UNDERSTAND THAT THE ACTIVITIES CAN BE HAZARDOUS AND PRESENT VARIOUS RISKS AS DISCUSSED BELOW, INCLUDING RESULTING IN SERIOUS PHYSICAL INJURY OR DEATH.**

**Risks:** You understand that the Activities require moderate to heavy physical exertion, and You represent that neither You, nor the Minor (if applicable), has any mental or physical condition that might create risks to yourself (or to the Minor), or to others. You understand that climbing and other Activities at the Adventure Rock Locations 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, boulders, floors, landing areas, entrances and exits, and any other facilities or equipment; (2) misuse of equipment and facilities (**INCLUDING, IMPORTANTLY, FAILURE TO PROPERLY CLIP INTO AND OPERATE THE AUTO BELAYS**); (3) failure of equipment; (4) Your, or the Minor's, physical strength, coordination, sense of balance or ability to give or follow directions when climbing, bouldering, belaying, using an auto belay or otherwise participating in Activities; (5) entanglements with ropes or equipment; (6) bad decision making by You or the Minor, including, if You are an adult visitor or Parent, while assisting the Minor 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 (collectively, "Risks"). These Risks and others are inherent to Adventure Rock, its Activities and premises, and they cannot be eliminated without destroying the basic nature of a visit to the Adventure Rock Locations and participation in its Activities.

**Assumption of Risks:** You understand that partaking in the Activities at the Adventure Rock Locations comes with various Risks, including as described above, as well as others, inherent or not, which may result in all manner of trauma including muscle strains, sprains, pulls or tears, broken bones, knee/back/foot injuries, abrasions, as well as serious injury and even death, however caused. You agree that You are voluntarily participating in the Activities at the Adventure Rock Locations with knowledge of all the Risks and dangers involved, including those not contemplated above and/or unforeseen. You hereby agree to expressly assume and accept any and all said Risks of injury, death or otherwise as set forth above. You acknowledge and assume all such Risks, inherent and otherwise, whether or not described above. You agree to carefully read and comply with the guidelines and warnings and follow all instructions and signage at the Adventure Rock Locations. You agree if the visitor is a Minor, You, the Parent, have discussed the guidelines, Activities and Risks with the Minor who understands them and wishes to participate nonetheless. All Minors under the age of 13 must be actively supervised by You, the Parent, at all times for any Activities. You agree that to the extent you bring any personal equipment (i.e., equipment owned by You) to participate in the Activities, the use of such equipment is at Your own risk and Adventure Rock has no obligation to inspect such equipment in any capacity, including, without limitation, to determine its quality or fitness for a particular purpose.

**Release and Indemnity:** In consideration of being allowed to partake in the Activities at the Adventure Rock Locations, You, for yourself or on behalf of the Minor (if applicable), do hereby waive, release, and forever discharge Adventure Rock, and its officers, agents, employees, representatives, owners, members, executors, independent contractors, subcontractors and others ("Released Parties") from any and all responsibilities or liabilities from injuries, claims or damages resulting from Your participation in the Activities at the Adventure Rock Locations. You do also hereby release all of the Released Parties, and any others acting upon their behalf, from any responsibility or liability for any injury or damage to You, including those caused by the negligent act or omission of the Released Parties or others acting on their behalf, or in any way arising out of or connected with Your participation in the Activities at the Adventure Rock Locations, to the fullest extent of the law. You further agree to indemnify and defend the Released Parties with respect to any claims or damages (including costs and reasonable attorneys' fees) related in any way to Your, or the Minor's, visit to Adventure Rock or participation in any Activities at the Adventure Rock Locations. These agreements of

**BROOKFIELD-MILWAUKEE-WALKER'S POINT**

**[www.adventurerock.com](http://www.adventurerock.com)**

# VISITOR AGREEMENT

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 misconduct or recklessness, of any Released Parties.

In further consideration for allowing You to participate in the Activities, You agree to pay all costs, including reasonable attorneys' fees, incurred by any Released Parties in investigating or defending any claim or lawsuit brought by or on Your behalf, or any Minor's behalf, whether arising in whole or in part, from Your (or the Minor's) participation in any of the Activities or assumption of risks herein.

**WARRANTY DISCLAIMER:** ADVENTURE ROCK MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO THE QUALITY, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE ADVENTURE ROCK LOCATIONS OR ANY EQUIPMENT LOCATED THEREIN, ALL OF WHICH ARE HEREBY EXCLUDED AND DISCLAIMED. THE ADVENTURE ROCK LOCATIONS AND THE EQUIPMENT LOCATED THEREIN IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS.

**Other:** You understand that Adventure Rock offers free protective headgear for Your or the Minor's use. You assume all risks of using or not using such protective headgear.

You hereby give Adventure Rock Your permission and consent to take photographs, video, and other images of You or the Minor for its reasonable use, including for marketing and advertising, without compensation.

In the event You or the Minor suffer any injury, however minor, while at Adventure Rock Locations, You agree to notify an employee of Adventure Rock immediately.

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

This document is intended to be binding, to the fullest extent of the law, on all persons signing below, the Minor, if any, and their respective successors, heirs, executors, administrators and family members. It may not be altered. In the event You are signing this agreement on behalf of a Minor, You represent and warrant that You are the Minor's parent or legally appointed guardian. 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 all Adventure Rock Locations on the date on which it is signed, and thereafter, unless and until it is withdrawn in writing or replaced by a subsequent agreement which will apply to visits thereafter.

The terms of this agreement, including the assumptions of risk and agreements of release and indemnity, are subject to negotiation in accordance with the paragraph set forth immediately below.

**YOU UNDERSTAND THAT YOU HAVE THE CHOICE TO NOT SIGN THIS AGREEMENT, EITHER ON BEHALF OF YOURSELF OR A MINOR FOR WHICH YOU ARE THE PARENT OR LEGAL GUARDIAN. IF YOU CHOOSE TO NOT SIGN THIS AGREEMENT, YOU WILL BE CHARGED AT AN INCREASED RATE FOR YOUR USE OF THE FACILITIES AND SERVICES AT THE ADVENTURE ROCK LOCATIONS TO ACCOUNT FOR THE ADDITIONAL RISKS AND RESOURCES ADVENTURE ROCK WILL INCUR AND DEVOTE TO YOUR VISIT, INCLUDING BUT NOT LIMITED TO THE NEED FOR DIRECT SUPERVISION BY ADVENTURE ROCK PERSONNEL THROUGHOUT YOUR VISIT AND THE MANDATORY USE OF EQUIPMENT PROVIDED BY ADVENTURE ROCK. ADVENTURE ROCK WILL INFORM YOU OF THE AMOUNT OF SUCH INCREASED RATE UPON YOUR INQUIRY, WHICH INCREASED RATE MAY BE BASED ON A VARIETY OF FACTORS, INCLUDING BUT NOT LIMITED TO YOUR AGE, WEIGHT, FITNESS AND EXPERIENCE IN ROCK CLIMBING. YOU ALSO UNDERSTAND IN THE EVENT YOU CHOOSE TO NOT SIGN THIS AGREEMENT, EITHER ON BEHALF OF YOURSELF OR A MINOR FOR WHICH YOU ARE THE PARENT OR LEGAL GUARDIAN, YOU OR THE MINOR (AS APPLICABLE) WILL NOT BE ABLE TO PARTICIPATE IN BOULDERING.**

**BY INITIALING, YOU ACKNOWLEDGE THAT YOU HAVE READ THE ABOVE PROVISION AND UNDERSTAND YOUR RIGHT, AND THAT YOU HAVE BARGAINED FOR AND CHOSEN TO WAIVE YOUR RIGHT TO NOT SIGN THIS AGREEMENT ON BEHALF OF YOURSELF OR THE MINOR FOR WHICH YOU ARE THE PARENT OR LEGAL GUARDIAN (AS APPLICABLE).**

INITIAL HERE

**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 participation in AR activities was facilitated by that forgery.

PARTICIPANT SIGNATURE (IF OVER 18 YEARS OLD)

DATE

## PARENT OR LEGAL GUARDIAN IF SIGNING FOR A MINOR

MINOR'S PRINTED NAME

PARENT/LEGAL GUARDIAN PRINTED SIGNATURE

DATE

PARENT/LEGAL GAURDIAN PRINTED NAME

PHONE