

**A. ACKNOWLEDGMENT OF RISKS .**

*Description of Trollhaugen Aerial Adventure Park:* Activities provide opportunities for adventure recreation and environmental education. Trollhaugen Aerial Adventure Park includes zip lines, aerial challenge course, hiking trails, stairways, and other related activities (collectively, “**Activities**”). Zip lines are high cable traverses using safety harnesses and associated hardware. Participants wear safety harnesses clipped onto overhead steel cables with attached safety lanyards. The tour will be led by a guide trained to lead participants toward their desired recreational and educational outcomes. Aerial challenge course is an obstacle course where participants are clipped onto a continuous cable circuit at varying heights. The course is not tour guided but will be monitored by trained staff. All equipment will be fitted and checked by the staff, progress throughout the activities will be monitored, and all equipment transfers will be performed by staff.

*Medical Concerns:* The Trollhaugen Aerial Adventure Park 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, arthritis, tendonitis, or other joint and muscular-skeletal problems may impair the safety and wellbeing of participants on the course; as might 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 and others. Participants with underlying medical problems that put them at a greater risk of injury or illness during activities at Trollhaugen Aerial Adventure Park must carefully consider those risks before choosing to participate and must fully inform the staff, in writing, prior to the beginning of the tour. Trollhaugen, Inc. reserves the right to exclude any applicant from participation for medical, safety, or any other reason.

*Inherent and Other Risk and Hazards:* Serious injuries are uncommon in Trollhaugen Aerial Adventure Park activities, but the risk of injury or death exists. These risks and dangers are obvious and necessary to participate in the Activities and include but are not limited to:

- unwelcome/inadvertent touching
- panic, psychological trauma (such as fear of heights)
- falling, slipping, jolting, jarring or shaking
- uneven and/or slippery ground or track conditions, high elevation
- adverse weather conditions, natural elements
- encounters with plants, insects, or animals (including bites/stings)
- collision with other participants or man-made or natural objects
- carelessness and misjudgments on the part of participants and staff, including failing to follow proper procedures, instructions, and operating policies
- rocks, trees, cliffs, ledges, stumps and other forms of forest growth or debris
- equipment failure, malfunction, or improper use of equipment
- my health condition, physical exertion, dehydration, fatigue, anxieties, dizziness
- other risks and dangers that can reasonably be inferred from other risks and dangers listed here

Having staff present does not reduce the amount or severity of the risks or hazards of these Activities. There may be other risks not known or reasonably foreseen at this time. I understand that if I violate any Activity rules I may have my pass revoked without refund. **I understand that I am making a voluntary choice to participate in the Activities even though there are risks and dangers.**

**B. RELEASE OF LIABILITY .**

In consideration of being permitted to participate in Trollhaugen Aerial Adventure Park activities, **I HEREBY FULLY AND FOREVER RELEASE AND DISCHARGE Trollhaugen, Inc., its owners, officers, shareholders, agents, and employees (hereinafter the TROLLHAUGEN MOUNTAIN RELEASEES) from any liability resulting from personal injury to myself, including paralysis or death, which is caused by any BREACH OF ANY EXPRESS OR IMPLIED WARRANTY or any NEGLIGENT ACT OR OMISSION of any TROLLHAUGEN MOUNTAIN RELEASEE, including:**

- the risk of falls and collisions with other participants or fixed objects;
- the selection of the equipment utilized by Trollhaugen Aerial Adventure Park in the Activities;
- the location, height, and tensioning of the cables;
- the adjustment of ropes and harnesses utilized in the Activities;
- the furnishing or failing to furnish safety equipment, including helmets, elbow pads, and other body armor;
- instructions or warnings given or not given to me concerning my participation in the Activities; and
- conditions on the ground, including rocks, sticks, trees and their limbs, ravines, holes, mud, water, gravel, steepness, and pitch.



I accept full responsibility for any injuries or damages resulting from my participation in Trollhaugen Aerial Adventure Park Activities and hereby HOLD HARMLESS the TROLLHAUGEN MOUNTAIN RELEASEES from any injury sustained by me, including paralysis or death, while participating in Trollhaugen Aerial Adventure Park Activities, and I agree not to bring any action or lawsuit against the TROLLHAUGEN MOUNTAIN RELEASEES for any injuries or damages.

I understand that for a fee of \$25.00 in addition to the normal recreational fee, Trollhaugen offers an optional Activities Agreement that does not require me to sign a release of liability and in signing this Release of Liability, I acknowledge I am aware of this option offered by Trollhaugen and hereby waive my right to purchase the same.

In accordance with Wisconsin law, nothing in this Release should be construed as releasing, discharging, or waiving any claims I might have for reckless or intentional acts on the part of any TROLLHAUGEN MOUNTAIN RELEASEE.

In the event I am signing as a parent or guardian of a minor, I represent I have fully authority to do so, realizing this Release of Liability is binding upon the minor as well as myself.

I HAVE CAREFULLY READ THIS ZIPLINE ADVENTURES RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE TROLLHAUGEN, INC., ITS OWNERS, OFFICERS, SHAREHOLDERS, INSTRUCTORS, AGENTS, OR EMPLOYEES FOR CERTAIN CLAIMS.

C. PHOTOGRAPHY/USE OF IMAGES

I agree that Trollhaugen Inc. may photograph and records me and may display, distribute, creative derivatives, exhibit, edit, advertise, publicize, promote and use aforementioned photographs or recordings in connection with the Activities. I waive any personal or proprietary rights with respect thereto. I represent and warrant to Trollhaugen Inc. that I have not made and contract or commitment in conflict with this grant and that I will seek no further consideration for any use contemplated by the Section C.

CAUTION: READ BOTH SIDES BEFORE SIGNING!
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE!

Adult Participant: (Please Print) \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Minor Participants (under age 18):

Print Name: \_\_\_\_\_ Age: \_\_\_\_\_ Print Name: \_\_\_\_\_ Age: \_\_\_\_\_
Print Name: \_\_\_\_\_ Age: \_\_\_\_\_ Print Name: \_\_\_\_\_ Age: \_\_\_\_\_

For Participants Under 18 years of Age: As parent/guardian signing this agreement for the above named minor(s) ("Minor(s)"), I agree that by signing this agreement on behalf of the Minor(s), the Minor(s) and I agree to be bound by its terms. I hereby agree to indemnify the TROLLHAUGEN MOUNTAIN RELEASEES for any claim or suit arising out of the Minor(s)'s participation in the Activities and their related activities or the Minor(s)'s presence on premises. If I am not the parent or legal guardian of the Minor(s), or I did not have the legal capacity or authority to execute this agreement on behalf on the Minor(s), then I agree to indemnify the TROLLHAUGEN MOUNTAIN RELEASEES if any claim is instituted against them as a reslt of any injury or death arising out of, relating to, or in any way connected with the Minor(s)'s participation in the Activites or presence on premises.

Signature (Parent/Guardian): \_\_\_\_\_ Date: \_\_\_\_\_

Print Name (Parent/Guardian): \_\_\_\_\_