

ADVENTURE CREEK, LLC

46426 Crabapple Road – St. Clairsville, OH 43950 – 740.310.7277

I HEREBY ACKNOWLEDGE AND AGREE the facilities of Adventure Creek, including but not limited to, its ponds, hiking trails, picnic facilities, and rope courses have INHERIT RISK. I have full knowledge and extent of the INHERIT RISK associated with outdoor climbing and rope course facilities but not limited to:

1. Injuries that might result from improper use of or falling from the rope courses.
2. Rope abrasions, entanglement and other injuries resulting from activities on the rope courses.
3. The importance of helping to spot others and proper look out for other climbers or participants on the course.
4. Cuts and abrasions resulting from the skin contact with the rope or wood along the course.
5. Failure of ropes, sling bolts, cables, climbing hardware, anchor points or any part of the rope courses.

I further acknowledge the above list is not inclusive of all possible risk associated with the use of Adventure Creek facilities and its rope courses and that the above list in no way limits the extent or reach of this Waiver and Release of Liability. I agree to the following:

To waive and release any and all claims I have or may have in the future against Adventure Creek including, but not limited to, its owners, operators, employees, agents, and representatives, as well as the designers, manufacturers or installers of the ropes course equipment for personal injury or property damage resulting from the use of their facilities, ropes course unless cause by the gross negligence of said individuals or entities. In the event a claim is brought against Adventure Creek by me or my behalf that is covered by this Waiver and Release of Liability, I agree to be responsible for reasonable attorney fees and cost incurred by Adventure Creek with respect to said claims.

I agree to use Adventure Creek's facilities and ropes course in accordance with its established safety policies and procedures and agree to INDEMNIFY AND HOLD HARMLESS Adventure Creek, its owners, operators, employees, agents, and representatives, as well as the designers, manufactures or installers of the ropes course equipment from any and all causes of actions, claims, demands, losses or cost of any nature whatsoever arising out of or in any way relating to my use of Adventure Creek facilities, ropes courses, whether asserted by Adventure Creek or any third parties who may be injured on account of or in any way relating to Adventure Creek.

This agreement shall be effective and binding upon any heirs, next of kind, executors, administrators, and assignees in event of my death. If any provision of this waiver and release shall be held invalid, void or illegal, that provision shall in no way effect, impair or invalidate any of the other provision and such other provisions shall remain in force and effect.

I certify that I am at least eighteen (18) years of age and legally competent to sign this agreement. I certify that I am in good health and have no physical limitations which would preclude my use of Adventure Creek facilities or rope course. I understand the terms of this Waiver and Release of Liability are legally binding. I have read this Waiver and Release of Liability carefully and am signing it on my own free will.

User's Signature _____ Date of Birth _____

Printed Name _____

Address _____

Phone (Home) _____ Work _____ Cell _____

IF USER IS UNDER THE AGE OF 18 YEARS OLD, A PARENT/GUARDIAN MUST CONSENT. I, as parent or legal guardian of the above minor, consent to the terms and conditions of this Waiver and Release of Liability.

SIGNATURE OF PARENT/LEGAL GUARDIAN _____ Date _____

Printed Name _____ Phone where you can be reached _____

Emergency Contact _____ Relationship _____

Phone _____