

# Treetop Adventure at Levi Jackson

## Participant Agreement

**This waiver is required of all climbers at Treetop Adventure at Levi Jackson.**

**This agreement includes assumption of risks and agreements of release and indemnity.**

Please read this document carefully. It must be signed by all adult (eighteen (18) years and older) participants in the climbing, zip line and other activities at Treetop Adventure at Levi Jackson (The Park). If the participant is a minor, at least one parent or legal guardian (parent and guardian being referred to in this document as Parent) must sign, as evidence of their agreement to these terms and conditions, for themselves and on behalf of the minor participant. Any person signing this agreement may be requested to produce acceptable proof of age.

In consideration of the services of the Park, I, an adult participant or parent of a minor participant (for myself and on behalf of that minor participant) understand, acknowledge and agree as follows:

### Activities and Risks

Treetop Adventure at Levi Jackson is owned and operated by the City of London Tourism and Convention Commission. The Park is located on land owned by the Commonwealth of Kentucky and leased to the City of London Tourism and Convention Commission for Treetop Adventure at Levi Jackson.

The elements of the Park include an Aerial Forest Park, consisting of sixty (60) platforms installed in trees and connected by various configurations of cable, wood and rope to form bridges and zip lines over which participants will move at heights of up to forty five (45) feet. Such courses require balance, agility, focus and strength in varying degrees as one moves through the course.

Participants in the activities share the responsibility with staff for compliance with safety procedures, including the use of a safety harness. The harness must not be removed or loosened for any reason while participant is off of the ground. Should the harness loosen or be removed while on the ground, the Participant must have the harness fit checked by staff prior to reentering a course. Staff must be notified if a harness loosens or safety clips do not function as described in an orientation. Before engaging in the activities, participants must read and understand all instructions, posted or otherwise conveyed, receive specific training in using the harness and other safety equipment, and understand and accept the risks involved. The Park may deny or terminate participation, or remove visitors from the premises at any time in its sole discretion.

Among the hazards and risks of the activities and use of the premises and equipment of the Park are the following: sometimes uneven terrain; falls and abrupt and possibly harmful contact with other persons, structures and objects (fixed and moveable); carelessness and misjudgments

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of participants and staff of the Park, including failing to follow proper procedures, instructions and the operating policies; the failure of structures and equipment; and the forces of nature. Participants may experience an increased heart rate and other symptoms of anxiety and stress due to, among other things, heights, physical exertion and reliance on others. Injuries may include breaks, sprains, strains, bruises and other contusions and in extreme cases, becoming emotionally upset, anxiety and even death. These risks are inherent in the activities and premises of the Park; that is, without them the experience would materially change and lose its value and appeal. The description of risks above is not complete and other unknown or unanticipated risks, inherent and otherwise, may be encountered.

### **Assumption of Risks**

If I am an adult participant or Parent, I hereby acknowledge the risks described above and their inherency, and that other risks, inherent and otherwise, may be encountered. I expressly assume all the risks of enrollment and participation in the activities and moving about the premises of the Park, inherent or not, and whether or not described above. If I am the Parent of a minor participant I understand the risk my minor child and I am assuming and I have discussed the activities and risks with the minor child who understands and accepts them.

### **Release and Indemnity**

If I am an adult participant or Parent (for myself and on behalf of the minor participant) I agree to release and not to sue Treetop Adventure at Levi Jackson, City of London Tourism Convention and Commission, the City of London, Kentucky, and the Commonwealth of Kentucky, their respective owners, members, officers, employees, agents, assigns, shareholders, directors, servants, attorneys, representatives, affiliates, partners, insurers, and/or staff, (Released Parties) with respect to any and all claims of injury, disability, death, or other loss or damage to person or property suffered by me or by the child, if applicable, arising in whole or part from my (or the child's) visit to the premises of The Park or participation in any Park activity.

In addition, as an adult participant or as a Parent, I agree to indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorneys fees) Released Parties from any claim of injury, disability, death, or other loss or damage to person or property, brought by me or by or on behalf of the child, a co-participant in the activities, a rescuer, a member of my, or the minor child's, family, or anyone else, arising out of or in any way related to a loss suffered by me or the child, or caused by me or the child.

These agreements of release and indemnity include loss or damage caused or claimed to be caused in whole or in part by the negligence of a Released Party, but not intentional wrongs or the gross negligence of a Released Party.

### **Additional Provisions**

If I am an adult participant or Parent, I acknowledge and agree to the following additional provisions:

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The Park does not have medical personnel or treatment available to visitors. I hereby authorize and grant permission to the Park to secure emergency medical treatment for myself, or, if I am the Parent, the minor child, if necessary. I represent that I, or the minor child who is a participant, has no medical or health condition which might cause me, him or her to be a danger to ourselves or to others. I agree to be responsible for all costs of medical care, including transportation, for myself, or the child. I am, or the child is, covered by adequate medical health insurance to provide for any medical costs that may be incurred.

I consent to the reproduction and use by City of London Tourism Convention and Commission, its Parks and assigns, of photographs, or the minor, without compensation, for advertising or other purposes; and I release The Park and every other Indemnified Party from liability for any violation of any personal and/or proprietary right I or the child may have in connection with such reproduction or use.

If I am an adult participant or Parent I agree that any dispute between a Released Party and a participant or Parent will be governed by the substantive laws of the State of Kentucky (not including laws which might apply the laws of another jurisdiction), and any mediation or suit shall take place only in that state, and in Laurel County. I will pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by me, or by or on behalf of the minor participant.

If any portion of this agreement is determined to be unenforceable by a court of competent jurisdiction, the reminder shall nevertheless remain in full force and effect. This agreement, which consists of this and the preceding two pages and following one page, will apply to all visits to the Park made by me or the minor child after its execution; provided however that new agreements may be executed in the future which will apply to visits thereafter.

**Participant Information**

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First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Country: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Emergency Contact Phone Number: \_\_\_\_\_

How did you hear about the Treetop Adventure at Levi Jackson?

Prior Visit

E-mail

Facebook

Advertisement

Google/Search

Friends

Radio

Television

\_\_\_\_\_  
Signature of Participant

\*By signing here, you are consenting that you agree to the terms stated hereinabove.

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Initial