# PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Gravity Trails LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "GT"), I hereby agree to release, indemnify, and discharge GT, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that ziplining, kayaking & paddleboarding entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things**: the hazards of walking on uneven terrain and slips and falls; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; the use of zip line ropes and equipment; boat capsize and entrapment; tidal conditions, surf and currents; water hazards; prolonged exposure to cold water, cold shock, hypothermia, accidental drowning; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; travel in remote areas; collision with objects or other watercraft; the forces of nature, including lightning and rapid weather changes; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; the risk of falling from significant heights, standing or walking near slopes and steep cliffs; the negligence of other participants or persons who may be present; my own physical condition, and the physical exertion associated with this activity.

Furthermore, GT employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation devise (life jacket) while participating in this activity.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless GT from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of GT's equipment or facilities, **including any such claims which allege negligent acts or omissions of GT**.

4. Should GT or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against GT, I agree to do so solely in the state of Wisconsin, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against GT on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by**

Printed Name: _____

Phone Number: ( ) - Date: _____

Signature:_____

Minor Name: _____ Minor Name:_____

Minor Name:_____ Minor Name:_____