

Adventure Rock Visitor Agreement (PAGE 2)

Release and Indemnity: I, for myself or on behalf of the Minor, agree to release, not to sue, and to defend and indemnify (that is, to defend and pay or reimburse damages and costs, including attorneys' fees), Adventure Rock Inc., its owners, directors, officers, volunteers, and employees ("Released Parties") with respect to any claim related in any way to my, or the Minor's, visit to AR or participation in any Activities of AR. These agreements of 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 wrongs or gross negligence, of a Released Party.

Other: I understand that AR offers free protective headgear for my or the Minor's use. I assume all risks of using or not using such protective headgear.

I hereby give AR my permission and consent to take photographs, video, and other images of me or the Minor without compensation.

In the event I or the Minor suffer any injury, however minor, while at AR, I agree to notify an employee of AR immediately.

The terms of this agreement and any dispute between a Released Party and a visitor or Parent, related to this agreement or otherwise, will be governed by the substantive laws (not including laws which might apply the laws of another jurisdiction) of the State of Wisconsin. Any suit or mediation of the dispute will take place solely in Waukesha County, Wisconsin. I consent to the jurisdiction of such courts, for myself 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. 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This agreement will govern visits to the premises of AR on the date on which it is signed and thereafter until it is withdrawn or replaced by a subsequent agreement which will apply to visits thereafter.

The terms of this agreement, including the agreements of release and indemnity, are subject to negotiations, which may include enlargement of fees or other financial obligations for the visitor or Parent.

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 visit to AR was facilitated by that forgery.

If 18 or older:

Participant Signature: _____ Date: _____

If signing on behalf a Minor:

Minor's Printed Name: _____

Parent Signature: _____ Date: _____

Parent Printed Name: _____ Parent Phone #: _____



Brookfield—Milwaukee

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