



VERSION 3-25-15

LOUISVILLE MEGA CAVERN, LLC

d/b/a MEGA ZIPS, MEGA QUEST, MEGA TRAM & MEGA UNDERGROUND BIKE PARK
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Participant Agreement

(Including Assumption of Risks and Agreement of Release and Indemnification)



This Agreement must be read, understood, and signed by all adult participants and by a parent or legal guardian (both hereinafter referred to as Parent) of a minor (under 18 years of age) participant (Minor Participant), or, if applicable, an Other Responsible Adult. Parent signs and agrees for himself or herself and on the behalf of the Minor Participant. This Agreement may be used for all members of a family. If the Parent is not present, a photo copy of his or her valid driver's license must accompany this Agreement. If Parent is not available, an Other Responsible Adult may, by signing, agree, among other things, to the child's participation (confirming the Parent's consent thereto) and to protect and indemnify the Released Parties from claims of the Minor Participant and others as described in the Release and Indemnity section below.

In consideration of the services of Louisville Mega Cavern, LLC, Louisville Underground, LLC and MERLU, LLC (hereinafter, together, referred to as Provider) allowing me access to and use of its facilities, I the undersigned adult participant (Participant) and/or the parent or guardian of a Minor Participant (Parent), or Other Responsible Adult, for myself and on behalf of the Minor Participant, understand, acknowledge and agree as follows:

Description of Activities: Services and facilities provided include ziplines, sky bridges, staircases, cargo net inclines, obstacles, platforms, towers, hiking, dirt jumps, ramps, tunnels, mountain bike trails and related activities, all located within the cavern.

Zip line and challenge course equipment: Participants in zipline and challenge course activities wear safety harnesses and helmets (which shall be attached and adjusted by Provider's staff) and are clipped onto overhead steel cables with attached safety lanyards. No modification of safety equipment is allowed.

The Mega Zips ziplines are long cable traverses over which Participants slide between platforms or mounds on steel cables, at significant heights and speeds utilizing safety harnesses, helmets and associated hardware. A Mega Zips Participant must be at least seven years old and weigh between 55 and 285 pounds. Participants who are seven through fourteen years old must be accompanied by Parent or Other Responsible Adult. Provider's staff shall be responsible for all Equipment Transfers (that is, attaching and disconnecting from ziplines or other supports). Mega Zips tour groups will be led by two trained guides over approximately 1500 feet of sometimes rough and uncertain terrain on the floor of the cavern.

The Mega Quest aerial challenge course is self-guided and includes short ziplines, sky bridges and walkways, (some inclined), located high in the cavern and some consisting of planking supported by steel cables and cable handrails. Mega Quest Participants are responsible for making all Equipment Transfers on their own after watching a training video, the careful viewing of which is extremely important, and receiving instructions and training from tour guides using special equipment. The age limit for the Mega Quest challenge course is five years old. Participants must be able to reach a height of 50 inches with the palm of the hand with an outstretched arm while standing flatfooted on the floor, and weigh less than 310 pounds.

The Mega Underground Bike Park is comprised of over 320,000 square feet of (predominantly dirt) tracks, jumps, berms, bridges and other features designed for a challenging bike experience. Bikes, helmets and pads are available for rent, and Participant shall be responsible for keeping safety equipment secure and operable. Bikers must be at least seven (7) years old to be on the course and bikers under twelve (12) years of age must be accompanied on the course by a Parent or Other Responsible Adult. Bikers are solely responsible for their safety and the safety of others on the course and must comply with all rules and policies communicated to them, by signage or otherwise. Bikers must operate and perform at all times within their competencies, and in full control of their bikes.

Medical and Safety Concerns: The activities are designed for Participants of average mobility and strength who are in reasonably good health. Underlying medical problems including, for example, obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, pregnancy, arthritis, tendonitis, other joint and muscular-skeletal problems, or other medical, physical, psychological and psychiatric problems, may impair the safety and wellbeing of Participants on the course. All such conditions may increase the inherent risks of the experience and cause Participants to be a danger to themselves or others and Participants therefore must carefully consider those risks before choosing to participate, and they must fully inform the Provider or its staff of any issues, in writing, prior to using the Facilities. Provider reserves the right to exclude anyone from participating because of medical, safety, or other reasons it deems appropriate. Participant, Parent or Other Responsible Adult: (1) represents that each Participant or Minor Participant is physically able to participate in the activities without being a danger to themselves or to others; (2) acknowledges that participation is purely voluntary, and done so in spite of the risks; (3) is not pregnant, nor under the influence of alcohol, illegal drugs, or impairing legal drugs; (4) agrees to abide by all instructions provided by the Provider or the Provider's staff; (5) will not make any adjustments to zipline or challenge course equipment but, instead, will allow all adjustments to be made only by or with the assistance of Provider or its staff; (6) will not intentionally flip over or invert while riding on the ziplines. Parent or Other Responsible Adult certifies that they have discussed these requirements with each Minor Participant, if any, and that the Minor Participant understands these stipulations and agrees to comply with them.

Inherent and Other Risks: Serious injuries can occur in zipline courses, challenge course tours, and bike park activities including the risk of injury or death. Risks include among others the following: falls, contact with other participants and fixed or falling objects, and moving about or being transported over the sometimes uneven terrain and grounds on which the activities are initiated and conducted; emotional risks, which include unwelcome or inadvertent touching while zipline and challenge course tour guides are attaching and adjusting harnesses and helmets and while transferring equipment; hurt feelings or panic and psychological trauma (including fear of heights and enclosed spaces; the nature of the property and cavern in which the activities are conducted, including hilly and rocky terrain, cliffs, ravines, creek beds and a lake. Risks of the bike activities include loss of control, excessive speed, exceeding one's abilities, violation of rules, failure or malfunction of the bike or other equipment, defects in the design or maintenance of the various course features, and collisions with other bikers and structures. Injuries may be the consequence of, among other circumstances, the activity undertaken, the environmental hazards (including terrain, falling rock and atmosphere in the cavern), and errors in judgment or other negligence of staff or participants, and may occur in spite of efforts of staff to prevent them. The physical risks range from small scrapes and bruises to bites and stings, broken bones, sprains, neurological damage, and in extraordinary cases, even death. These risks, and others, are inherent to the activities -- that is, they cannot be eliminated without changing the essential nature, educational and other values of the experience. In all cases, these inherent risks, and other risks which may not be inherent, whether or not described above must be accepted by those who choose to participate.

THIS AGREEMENT CONTINUES ON THE REVERSE SIDE

Assumption of Risks/Limited Duty to Protect: I have inspected the Facilities and understand the nature of the activities in which I and/or the Minor Participant will engage as described above. I acknowledge and voluntarily assume, and agree that Provider has no duty to protect against, the risks of illness, injury, and death associated with these activities, inherent and otherwise, and whether or not described above, including those which may result from the negligent acts or omissions of other participants or staff. I have discussed the activities and risks with each Minor Participant, if any, who understands them and agrees to participate nevertheless.

Release and Indemnity: I, an adult Participant, or Parent (or, with respect to the indemnity below, if applicable, Other Responsible Adult), for myself and to the maximum extent allowed by law, on behalf of the Minor Participant, hereby release and agree to hold harmless and indemnify (that is, protect and defend, including by paying claims, costs and attorney fees) Provider, their respective owners, officers, agents, and employees, and the owner or owners of the property on which the activities take place (the Released Parties) from, and agree not to sue them for any liability for causes of action, claims and demands of any kind and nature whatsoever, including personal injury and death, products and premises liability and otherwise, that may arise out of or relate in any way to my or the Minor Participant's enrollment or participation in Provider's programs. The claims hereby indemnified against include, among others, claims of other participants and members of my or the Minor Participant's family, arising out of losses caused by, or suffered by, me or the Minor Participant. The agreements of release and indemnity include claims of negligence of a Released Party, but not claims of gross negligence or willful injury.

Other Provisions:

To the maximum extent allowed by law, Provider denies any and all representations or warranties, expressed or implied, of condition, fitness or otherwise, pertaining to the bikes, other equipment provided, and premises; and Participants accept and use such equipment and premises as they are, and at their own risk.

Provider may refuse participation in its zipline tour or challenge course or underground bike park course to any person deemed by it to be a hazard to himself, herself or to others. Provider may alter its published or announced requirements for participation in its zipline or challenge course tour and bike park activities and for use of its property at any time and for any reasons that it may deem appropriate.

Should any part of this Agreement be judged invalid by a court with proper jurisdiction, all other parts not so judged shall nevertheless remain valid and in effect.

Provider reserves the right to use voice, video or other photographic images of a Participant for future marketing, educational, or other purpose, and I, for myself and for each Minor Participant, if any, hereby consent to such use, without compensation.

The substantive laws of the State of Kentucky shall govern this agreement and any dispute between me or the minor child or anyone else acting on behalf of me or the child, and Provider. Any suit filed against a Released Party shall be filed and maintained only in the courts of Jefferson County, Kentucky.

WARNING

Under Kentucky law, there is no liability for an injury to or death of a participant in an agritourism activity conducted at this agritourism location if the injury or death results exclusively from the inherent risks of the agritourism activity and in the absence of negligence. You are assuming the risk of participating in this agritourism activity. KRS 247.800-247-8010.

I have read, fully understand, and hereby agree to the terms of this agreement, voluntarily and with knowledge of the activities and their risks. I acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representatives, and estates.

PLEASE PRINT. Leave no lines blank. List each Participant's information individually and sign. Circle your email address if you **do not** want to be included on an email list for future activities and discounts.

WARNING: A PERSON FORGING THE SIGNATURE OF ANOTHER OR MISREPRESENTING HIS OR HER CAPACITY AS A SIGNATORY WILL BE DEEMED TO HAVE AGREED TO PROTECT THE RELEASED PARTIES AGAINST ANY CLAIMS ARISING FROM THE PARTICIPANT'S ENROLLMENT OR PARTICIPATION, AS PROVIDED AT THE RELEASE AND INDEMNITY SECTION ABOVE.

PARENTS, ADULTS, LEGAL GUARDIAN OR OTHER RESPONSIBLE ADULT					
Name _____	Name _____				
Address _____		Address _____			
City _____	State _____	Zip _____	City _____	State _____	Zip _____
Email _____			Email _____		
Age ____	Weight ____	Medical Conditions Yes <input type="checkbox"/>	No <input type="checkbox"/>	Age ____	Weight ____
		Medical Conditions Yes <input type="checkbox"/>	No <input type="checkbox"/>		
Signature _____		Date _____		Signature _____	
		Date _____			

CHILD(REN) / MINOR					
Name _____	Age _____	Weight _____	Medical Condition Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Name _____	Age _____	Weight _____	Medical Condition Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Name _____	Age _____	Weight _____	Medical Condition Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Name _____	Age _____	Weight _____	Medical Condition Yes <input type="checkbox"/>	No <input type="checkbox"/>	