



LOUISVILLE MEGA CAVERN, LLC
 MEGA ZIPS & ADVENTURE TOUR
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MEGA ZIPS & Adventure Tour 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. Parent signs for himself or herself and on the behalf of the minor child. This Agreement may be used for all members of a family. No applicant may participate in a Mega Zips Tour program unless these signatures are provided. If the Parent is not present, a photo copy of his or her valid driver's license must accompany this Agreement. The parties to this agreement are Louisville Mega Cavern, LLC, Louisville Underground, LLC and MERLU, LLC (hereinafter, together, referred to as Provider), and the persons signing below.

In consideration of the opportunity to participate in the Mega Zips program, I the undersigned adult participant and/or the parent or guardian of a minor participant (for himself or herself and on the behalf of the minor participant), understand, acknowledge and agree as follows:

Description of Activities: Provider furnishes opportunities for adventure recreation and environmental education. The Mega Zips & Adventure Tour includes ziplines, sky bridges, obstacles, hiking, and related activities. Ziplines are high cable traverses using safety harnesses, helmets and associated hardware. Ziplines involves sliding down a suspended steel cable over significant heights and uneven terrain from the top of one platform or mound to another platform or mound. Participants zip through the cavern and are challenged with the difficulties of stepping off a high platform, confronting a fear of heights, landing and dismounting and the risks of accepting these and other course challenges. Sky bridges are walkways high in the cavern consisting of planking supported by steel cables and cable handrails. They may be inclined. Participants wear safety harnesses and helmets and are clipped onto overhead steel cables with attached safety lanyards. Tour groups will generally be limited to twelve participants accompanied by two guides. The tour through the cavern will be led by a guide trained to lead participants to their desired recreational and educational outcomes. Tour guides are instructed to assist participants in being fitted with harness, gear and helmet. Tour guides are instructed to monitor progress throughout the tour. All equipment transfers will be performed by tour guides. Participants must be reasonably physically fit. The tour includes moderate hikes on uneven terrain – the total hiking distance on the course being approximately 1500 feet. Participants must be physically able to complete these hikes.

A participant must be at least ten years old to take part in the zipline tour. Participants who are ten through fifteen years old must be accompanied by a parent or legal guardian. Participants must weight at least 70 pounds but no more than 275 pounds to take part in the zipline tour.

Medical Concerns: The Mega Zips and Adventure Tour is designed for use by participants of average mobility and strength who are in reasonably good health. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, pregnancy, arthritis, tendonitis, or other joint and muscular-skeletal problems may impair the safety and well being of participants on the course, as may other medical, physical, psychological and psychiatric problems. All such conditions may increase the inherent risks of the experience and cause the participants to be a danger to themselves or others. Participants with underlying medical problems must carefully consider those risks before choosing to participate, and they must fully inform the tour staff of any issues, in writing, prior to the beginning of the tour. Provider reserves the right to exclude any applicant from participation, for medical, safety, or other reasons it deems appropriate. Participant or Parent represents that participant is physically able to safely complete the Mega Zip Tour. Participant acknowledges that participation in this activity is purely voluntary, and in spite of the risks. Participant is not pregnant, nor under the influence of alcohol, illegal drugs, or impairing legal drugs.

Inherent and Other Risks: Serious injuries are uncommon in zipline tours, but the risk of injury or death certainly exists, by reason of falls, contact with other participants and fixed or falling objects, and moving about or being transported on the sometimes uneven terrain and grounds on which the activities are initiated and conducted. A number of risks are inherent to the activities. These are risks that cannot be eliminated without changing the essential nature, educational and other values of the experience, and include among others the following: emotional risks which include unwelcome or inadvertent touching while tour guides are attaching and adjusting harnesses and helmets and while a participant is being attached to the ziplines using tethers and trolleys, and simple hurt feelings or panic and psychological trauma (such as fear of heights and enclosed spaces). The physical risks range from small scrapes and bruises to bites and stings, broken bones, sprains, neurological damage, and in extraordinary cases, even death. The property and cavern on and in which the tour is located includes hilly and rocky terrain, cliffs, ravines, creek beds, and a lake. 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. 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.

I agree that I, and the minor child for whom I sign below, will abide by all instructions provided to me by the Provider or the Provider's designated tour guides including the following: not to make any adjustments to zipline equipment and allow all adjustments to be made only by or with the assistance of a Provider tour guide; and not to intentionally flip over or invert while riding on the ziplines. I have discussed these requirements with my minor child, if any, and he or she understands them and agrees to comply with them.

THE REVERSE SIDE IS AN INTEGRAL PART OF THIS AGREEMENT

Assumption of Risks: I understand the nature of the activities in which I and/or the minor child participant will engage as described above. I understand there are risks of injury and death associated with these activities. I acknowledge and voluntarily assume 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 my minor child, if any, who understands them and agrees to participate nevertheless.

Release and Indemnity: I, an adult participant, or Parent, for myself and to the maximum extent allowed by law, on behalf of the minor child, 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 tour is conducted (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 that may arise out of or relate in any way to my or my minor child'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 child's family, arising out of losses caused by, or suffered by, me or the minor child. 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:

Provider may refuse participation in its zipline tour to any person deemed by it to be a hazard to himself or herself or to others. Provider may alter its published or announced requirements for participation in its zipline tour 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 my minor child, 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.

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 email list.

PARENTS, ADULTS OR LEGAL GUARDIAN

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"/>