 **REVISION 9-11-13**

 **LOUISVILLE MEGA CAVERN, LLC**

 **MEGA ZIPS & MEGA QUEST**

 **1841 TAYLOR AVENUE, LOUISVILLE, KY 40213**

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 **MEGA ZIPS & MEGA QUEST 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, or, if applicable, an Other Responsible Adult. 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. 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 below, 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 child 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), I the undersigned adult participant and/or the parent or guardian of a minor participant (for myself and on the behalf of the minor participant), or Other Responsible Adult, 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, and related activities, all located within the cavern.

**The Mega Zips** ziplinesare 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 eight years old and weigh between 55 and 285 pounds. Participants who are eight through fifteen years old must be accompanied by Parent or Other Responsible Adult. All equipment transfers will be performed by tour guides. 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 responsiblefor making all equipment transfers on their own after receiving instructions and training from tour guides using special equipment. Although there are no age limits for the Mega Quest challenge course, a participant must be able to reach a height of 50 inches with an outstretched arm while standing flatfooted on the floor, and weigh less than 310 pounds.

Participants in zipline and challenge course activities wear safety harnesses and helmets and are clipped onto overhead steel cables with attached safety lanyards.

**Medical and SafetyConcerns:** The activities are designed for use by participants of average mobility and strength who are in reasonably good health. Participants with underlying medical problems including, for example, 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 and participants therefore 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, Parent or Other Responsible Adult represents that participant is physically able to participate in the activities without being a danger to themselves or to others. Participant acknowledges that participation 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. 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 not making any adjustments to equipment but, instead, allowing all adjustments to be made only by or with the assistance of a Provider tour guide; and not intentionally flipping over or inverting while riding on the ziplines. I have discussed these requirements with the minor child, if any, and he or she understands them and agrees to comply with them.

**Inherent and Other Risks:** Serious injuries are uncommon in zipline and challenge course tours, but the risk of injury or death certainly exists. 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 tour guides are attaching and adjusting harnesses and helmets and while a participant is being attached to the ziplines; hurt feelings or panic and psychological trauma (including fear of heights and enclosed spaces; the nature of the property and cavern on and in which the tour is conducted, including 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). 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.

**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 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 the minor child, 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 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 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 that may arise out of or relate in any way to my or the 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 or challenge course 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 or challenge course 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 or the 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 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 INDEMITY 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 No Age\_\_\_ Weight\_\_\_\_\_ Medical Conditions Yes No

 Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_

**CHILD(REN) / MINOR**

 Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age \_\_\_\_\_\_\_\_Weight \_\_\_\_\_\_\_Medical Condition Yes No

 Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age \_\_\_\_\_\_\_\_ Weight \_\_\_\_\_\_ Medical Condition Yes No

 Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age \_\_\_\_\_\_\_\_Weight \_\_\_\_\_\_\_Medical Condition Yes No

 Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age \_\_\_\_\_\_\_\_Weight \_\_\_\_\_\_\_Medical Condition Yes No