



**Brown County Visitor Agreement,  
Assumption of Risk, Hold Harmless, Indemnification and Release of Liability**

**Please read this document carefully.** It must be signed by all adult visitors (18 years of age and older) to the Adventure Park premises, including participants, trainees, group and individual chaperones and others. If a visitor is a minor (under 18 years of age), or dependent, (hereinafter collectively "dependent") his or her parent or legal guardian (each referred to in this agreement as "Parent/Guardian") must sign, for himself or herself and on behalf of the dependent.

In consideration of the services of Brown County, organized and existing under the laws of the State of Wisconsin and doing business as the NEW Zoo ("Operator"), I, adult visitor, or Parent/Guardian, for myself and, to the maximum extent allowed by law, on behalf of my dependent visitor, acknowledge and agree as follows:

**DESCRIPTION OF ACTIVITIES:** This agreement applies to all aspects of a visit to the premises of the Adventure Park, including, but not limited to, enrollment, observer or participation in the Adventure Park itself and related events or services provided, sponsored, authorized or allowed by the Operator. Visitors are allowed to move about the premises on which the Adventure Park is located and in and around buildings, and to hike on designated trails, complying with all posted signage, placards and instructions given by the Operator's staff. Assisted by personal protective equipment, including but not limited to such items as harnesses, lanyards, auto belays pulleys and methods approved by the Operator, visitors may move across uneven terrain, climb stairs or ladders or other structures to access high platforms, and enjoy the activities of the park which include but are not limited to traversing from platform to platform by means of high ropes, course elements; zip lines, climbing towers and rappelling using the auto belay system from the climbing tower.

**DESCRIPTION OF RISKS:** Adventure Park will expose visitors to risks, many of which are inherently dangerous to the premises and cannot be eliminated without changing the nature, value and appeal of the park. These inherent risks include, but are not limited to: emotional risks, including hurt feelings, panic, or psychological trauma; and physical risks, including, but not limited to: property loss or damage, falls, collision with other persons and fixed objects, scrapes, bruises, stings, broken bones, sprains, neurological damage, shock, and, in extraordinary cases, death. Injuries or loss may be the result of environmental hazards. Injuries or loss may occur in spite of efforts taken by the Operator and staff to prevent them.

**ASSUMPTION OF RISKS:** I, an adult visitor, am knowingly and willingly choosing to participate in the activities of the Adventure Park. I acknowledge and voluntarily assume all the risks including but not limited to, injury, loss, property damage, liability of every kind and death associated with these activities, inherent or otherwise, and whether or not they are described above. I understand that visitors may engage in other activities, supervised and not supervised. If the visitor is a dependent, I, Parent/Guardian, have discussed the activities and risks with my dependent who understands and wishes to participate in the visit and activities nevertheless, and I consent to such participation.

**PARTICIPANT PRE-SCREENING:** Our Adventure Park is designed so most anyone should be able to participate; however, certain limitations that will ban anyone from participating include, but are not limited to: Pregnancy, Epilepsy, Weight Limitations, Age Limitations, Shoulder Dislocations, Severe Asthma and Other Medications That Could Impair Judgment.

**Please carefully consider your situation and that of your dependent including physical limitations and emotional status prior to participation in the Park activities.**

**ASSUMPTION OF RISK, HOLD HARMLESS AND INDEMNITY:** I, an adult visitor or Parent/Guardian of a dependent visitor for myself and, to the maximum extent allowed by law, on behalf of the dependent for whom I sign, hereby agree as follows: I release Brown County, its officials, officers, employees, agents, volunteers, independent contractors, representatives and owners of the Adventure Park property ("Brown County") from any and all liability, and agree not to sue or make any claim of any kind, for any loss, damage, expense, liability or injury, including death, that I, or my dependent, may have or suffer, arising from or in any way related to my or my dependent's presence on the Adventure Park premises or facilities, or participation in the Adventure Park activities. I further agree to assume all risk, defend, hold harmless and indemnify and pay, all costs including attorneys' fees arising from, directly or indirectly any

**claim or cause of action resulting therefrom, and thereby release Brown County and each of them from liability for any claim, including damage to property or personal injury and death, by whomever it might be brought, including me, my dependent, a member of my or the dependent's family, heir, estate representative and or a co-participant or otherwise, arising from or in any way related to my or my dependent's presence on Adventure Park premises or facilities, or participation in the Adventure Park activities. This Assumption of Risk, Hold Harmless and obligation to defend and indemnification includes all claims of any kind and nature resulting directly or indirectly from my or my dependent's presence on the Adventure Park premises or facilities and/or participation in the Park's.**

OTHER: I, an adult visitor or Parent/Guardian of a dependent in my care, for myself and on behalf of a dependent for whom I sign, further agree as follows:

1. Chaperones, either individually appointed or accompanying groups of visitors, are responsible for supervision of those in their care, and must be immediately available to provide comfort and assurance to those in their care who might need emotional support and to make medical decisions on behalf of those under their care. Operator is not responsible for the acts or omissions of these persons in providing such supervision and assistance. If an individually who is chaperoned or the chaperone withdraws from the Adventure Park the other must withdraw. By signing below, Chaperone acknowledges his or her agreement to these responsibilities.
2. Visitor, or Parent/Guardian, hereby consents to Operator either administering or obtaining medical care for visitor in the event of an injury, illness or accident requiring medical attention while on the Adventure Park's premises. Visitor or Parent/Guardian authorizes Operator to exchange with any third-party medical caregiver such information regarding visitor's medical history as may be deemed important to either of them. Visitor, if an adult, or Parent/Guardian, agrees to be solely responsible for any hospital, medical or other costs arising out of an injury or other loss arising out of visitor's visit to the premises, including but not limited to enrollment or participation in activities of Operator.
3. I hereby grant permission to the Operator to use any photographs or video taken of myself, my dependent or the person in my care at the Adventure Park for any promotional purpose, without compensation.
4. I have read, understand and will comply with the Participant Requirements displayed and furnished to me by the Operator and have correctly responded to all requests for information.
5. I agree that the substantive laws of the state of Wisconsin shall govern this agreement and that the courts of proper jurisdiction shall be those having jurisdiction in Brown County, Wisconsin over any dispute that may arise as a result of the presence or use of the Adventure Park.
6. I agree that should any part of this agreement be determined to be invalid by a court with proper jurisdiction, all other portions of this agreement not so determined shall nevertheless remain valid and in full force and effect.
7. I have read, and fully understand this agreement. I am aware that by signing this agreement I am waiving and giving up certain rights that may exist for myself or for the dependent or person in my care on whose behalf I sign and all heirs, next of kin, executors, administrators, assigns and representatives for myself, my dependent or person in my care, and intend by my signature this to be a complete and unconditional release of all liability to the greatest extent allowed by law.
8. This Agreement will apply to the visit occurring on the date provided below.

**PLEASE COMPLETE THE FOLLOWING REQUIRED FIELDS:**

FULL NAME OF THE VISITOR: \_\_\_\_\_  
DATE OF BIRTH: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
PHONE: ( ) \_\_\_\_\_ EMAIL: \_\_\_\_\_

**Please List the Following:**

Medications needed at a moment's notice (such meds must accompany the visitor (or the chaperone) at all times.)

Office Use Only:

Signature of Adult Visitor, or Parent/Guardian

Date

Tour Time: \_\_\_\_\_  
Res #: \_\_\_\_\_  
Weight: \_\_\_\_\_

Signature of Chaperone (If applicable)

Date