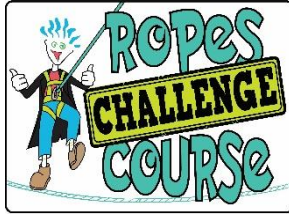


# Release and Waiver of Liability



## ROPES CHALLENGE COURSE RULES

Welcome to the Terre Haute Children’s Museum (THCM) Ropes Challenge Course. To ensure the fun and safety of everyone participating, please review the following rules and information:

- Participants between 42” and 47” inches must climb with a responsible adult at least 18 years of age.
- Participants must be 48” tall to participate on the THCM Ropes Challenge Course without an adult chaperone.
- Participant’s maximum weight must not exceed 300 lbs. (136 kg). Participant must safely fit in the harness.
- Closed, secured, or athletic footwear is required. No wheelies, flip-flops or open heel shoes allowed.
- Pockets must be empty with all loose objects removed, including cell phones. No gum, candy, food or drinks allowed. Eyeglasses should be secured and long hair tied back.
- The slingline rope must remain in front and in between the participant’s shoulders on the THCM Ropes Challenge Course.
- Do not touch the overhead tracking system, or alter the harness system.
- No running, jumping, hanging or horseplay.
- Only one participant at a time on a ropes course element.
- Participants should be in good health to participate. THCM has no knowledge of your health condition. If you are pregnant, recovering from recent surgery, or have heart, back, neck or joint problems, please do not participate. If participating in the ropes course may aggravate any existing condition, please do not participate.
- Participants may be denied access to the attraction(s) for failure to follow these rules.

## RELEASE AND WAIVER OF LIABILITY – ADULT PARTICIPANT

(PLEASE READ CAREFULLY. PLEASE WRITE LEGIBLY.)

This release and waiver of liability is an agreement between \_\_\_\_\_ (PARTICIPANT) and the Terre Haute Children’s Museum (THCM). PARTICIPANT acknowledges that he/she is 18 years of age or older and has read and fully understands the THCM Ropes Challenge Course Rules. PARTICIPANT fully understands and acknowledges that: (a) there are risks and dangers associated with participation in the THCM Ropes Challenge Course including, but not limited to, property damage, permanent bodily injury, or death; (b) these risks and dangers may be either inherent in the activity of participating in a ropes course, and/or may be caused by the negligence of PARTICIPANT, other participants, THCM, its employees, officers, agents or representatives; and, (c) PARTICIPANT assumes all risks and dangers, as well as all responsibilities for any losses and/or damages while participating in the THCM Ropes Challenge Course, whether caused in whole or in part by the negligence or other conduct of THCM, its employees, officers, agents, representatives, or by another person. I further understand and acknowledge the above rules and information and agree that I will abide by the same.

In consideration for being permitted to participate in the THCM Ropes Challenge Course, I, the undersigned PARTICIPANT, on behalf of myself, my spouse, heirs, executors and administrators, knowingly and voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify THCM and its employees, officers, and agents from any and all claims, suits or causes of action for bodily injury, property damage, wrongful death or otherwise which may arise out of my participation in the THCM Ropes Challenge Course. I have read this Release and Waiver of Liability and fully understand that I have given up legal rights by signing it. I sign it freely and voluntarily without inducement.

Name of Participant \_\_\_\_\_  
*(Please Print Legibly)*

Signature \_\_\_\_\_

Date \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_

Emergency Contact Phone \_\_\_\_\_

Medical conditions or allergies we should be aware of?

\_\_\_\_\_

(over)

**RELEASE AND WAIVER OF LIABILITY – CHILD PARTICIPANT**

(PLEASE READ CAREFULLY. PLEASE WRITE LEGIBLY.)

**For minor participants under the age of 18 years of age, in addition to the above release and waiver, the following must be completed by the parent or legal guardian of the minor participant prior to engaging in the THCM Ropes Challenge Course. If not accompanied by me, I agree that my child(ren) will be accompanied by a responsible adult authorized by me.**

In consideration for my child(ren) being permitted to participate in the THCM Ropes Challenge Course, I, \_\_\_\_\_, the PARENT/LEGAL GUARDIAN of \_\_\_\_\_ (“MINOR PARTICIPANT”) knowingly and voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify THCM and its employees, officers, and agents from any and all claims, suits or causes of action for bodily injury, property damage, wrongful death or otherwise which may arise out of MINOR PARTICIPANT’s participation in the THCM Ropes Challenge Course. I have read this Release and Waiver of Liability and fully understand that I have given up legal rights by signing it. I sign it freely and voluntarily without inducement.

Further, PARENT/LEGAL GUARDIAN fully understands and acknowledges that: (a) there are risks and dangers associated with participation in the THCM Ropes Challenge Course including, but not limited to, property damage, permanent bodily injury, or death; (b) these risks and dangers may be either inherent in the activity of participating in a ropes course, and/or may be caused by the negligence of the MINOR PARTICIPANT, other participants, THCM, its employees, officers, agents or representatives; and, (c) PARENT/LEGAL GUARDIAN assumes all risks and dangers, as well as all responsibilities for any losses and/or damages for their child(ren) while the child(ren) are participating in the THCM Ropes Challenge Course, whether caused in whole or in part by the negligence or other conduct of THCM, its employees, officers, agents, representatives, or by another person. PARENT/LEGAL GUARDIAN further understands and acknowledges the above rules and information and agrees that they and the MINOR PARTICIPANT will abide by the same.

***Notice to minor child's parent/legal guardian:*** You are agreeing to let your minor child engage in a potentially dangerous activity. You are agreeing that, even if THCM uses reasonable care in providing this activity, there is a chance your child may be seriously injured or killed by participating in this activity because there are certain dangers inherent in the activity which cannot be avoided or eliminated. By signing this form you are giving up your child's right and your right to recover from THCM in a lawsuit for any personal injury, including death, to your child or any property damage that results from the risks that are a natural part of the activity. You have the right to refuse to sign this form, and THCM has the right to refuse to let your child participate if you do not sign this form.

Parent/Legal Guardian Name \_\_\_\_\_

Name of Minor Participant: \_\_\_\_\_

Parent/Legal Guardian Signature \_\_\_\_\_

Age of Minor Participant \_\_\_\_\_

Date: \_\_\_\_\_

Medical conditions or allergies we should be aware of?  
\_\_\_\_\_  
\_\_\_\_\_

Parent/Legal Guardian Phone \_\_\_\_\_