



## A. Booking Terms and Conditions

### General Issues

- 1.1 These Terms and Conditions apply to the process of reserving, booking, and participating in a session or activities as offered by Loco Ropes.
- 1.2 Your acknowledgement and acceptance of these terms and conditions are required prior to completing the booking process. Bookings made without this acknowledgement will not be honored. If you have any questions regarding our terms and conditions please email us at [info@locoropes.com](mailto:info@locoropes.com).
- 1.3 The booking terms and conditions are binding. Loco Ropes is not required to offer variances contrary to existing policies.
- 1.4 Loco Ropes reserves the right to modify these terms and conditions at will and without liability.

### Booking Confirmations/ Cancellations

- 2.1 Persons booking a Session via our [website](http://locoropes.com) (locoropes.com) will receive an email confirmation of said booking. Sessions reserved via email will be confirmed as completed by Loco Ropes.
- 2.2 You shall be entitled to cancel your booking subject to Loco Ropes receiving your request for cancellation at least 48 hours before the booked start time. Requests for cancellation must be made either online or via email (effective upon your receipt of an emailed cancellation confirmation from Loco Ropes). You shall be entitled to a full refund in the event of cancellation under this clause.
- 2.3 All bookings confirmed or otherwise are subject to cancellation by Loco Ropes. In the event that Loco Ropes cancels your booking you shall be entitled to a full refund.
- 2.4 In the event that it proves necessary to close the Activities for reasons beyond the control of Loco Ropes, and in circumstances where your party has commenced participation in the Activities, you shall not be entitled to any refund (in part or in whole).
- 2.5 No refunds or compensation will be payable by Loco Ropes in the event that any participant is not permitted to, or decides not to, undertake or complete the Activities for the reasons set out in this clause.

### Payment

- 3.1 Subject to any terms agreed in writing between Loco Ropes and you, our charges shall be calculated at our current rates and payment in full shall be due at the time of booking. Payment may be made by gift card, debit or credit card, thereby securing the booking immediately, in person, online, or via a telephone call to us at (888) 669-6717, with payment in cash and/or check being additional options when in person. Bookings paid by check via a postal service will be secured upon Loco Ropes' receipt of payment.

### Liabilities

- 4.1 Except as otherwise provided in these Booking Terms and Conditions, Loco Ropes shall not be responsible for the loss, or damage, of or to any property or to any person arising from the booking of or participation in the Activities.

### Miscellaneous

- 5.1 If any of these terms are determined to be illegal, invalid or otherwise unenforceable it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and continue to be binding and enforceable.

## B. Safety Guidelines

Your understanding of our Safety Policies helps us keep you safe. Please read the following so that you may know what we expect of you. Use, access, and/or participation in or on company owned equipment will hereby be referred to as "Activities."

- 1.1 Participant releases are required of all participants seeking access to the Activities. Completion of such is proof of your understanding of the following policies.
- 1.2 Additionally, all course participants are required to attend a pre-course training session. The training session will instruct all participants in the safe operating procedures of the belay systems. Staff may refuse course access if a participant does not demonstrate an appropriate level comprehension of the safety policies.



1.3 Loco Ropes requires the minimum height of Course participants to be 43", and 58" for minors age 12 – 15 being supervised by an adult (18+) from the ground. Tower participants are required to weigh a minimum of 30 pounds and no more than 250 pounds to assure the safe and correct operation of belay systems, and related equipment. By signing the safety waiver you declare that you as a participant meet these height and weight requirements.

1.4 There is no quantifiable level of fitness required to participate in the Activities. Participants should be of reasonable health and possess no medical conditions that could pose harm to themselves or others in undertaking light to moderate to strenuous levels of exercise. The Course(s) require varying levels of strength stamina, and agility. If you are unsure about your ability to participate please consult your doctor prior to your visit.

1.5 Staff are not responsible for determining an appropriate level of physical fitness, however staff reserve the right to refuse admittance to persons who appear intoxicated or otherwise impaired or unfit for participation.

1.6 If you are pregnant we strongly suggest that you do not participate in any of the Activities offered by Loco Ropes. The level of exertion required to participate poses a serious risk of injury to mother and child. Loco Ropes will refuse admittance to visibly pregnant woman seeking to participate in the "Activities."

1.7 All participants are required to wear the personal protective equipment (P.P.E) as issued by Loco Ropes. Participants of a certain body shape and weight may be required to wear a chest harness in addition to the standard issue climbing harness.

1.8 Participants must be dressed appropriately. Loco Ropes reserves the right to refuse admittance to the Activities to any participant who is not appropriately dressed. Loose fitting clothing, jewelry and long hair pose a safety risk. Loco Ropes is not responsible for loss or damage caused to personal effects.

#### Clothing Requirements

- closed toe shoes, with a sturdy sole
- Shirt and pants or shorts (weather appropriate)
- Long hair must be tied back, or otherwise secured
- body piercings should be removed
- dangling bracelets, necklaces and earrings must be removed

1.9 All participants must act considerately and responsibly when interacting with staff and fellow participants. Loco Ropes reserves the right to refuse admittance to the Activities or to remove a participant from the Activities should it deem it necessary to do so. This includes a participant who does not comply with the safety rules and advice and the safety system or who is deemed to be under the influence of alcohol or drugs.

#### C. Supervision Rules

- All Loco Ropes participants younger than eighteen (18) years old need adult consent and the proper supervision.
- No one younger than sixteen (16) years old may trek the Loco Ropes Course (Loco Line 1,2,3) or participate in the Loco Ropes Tower Activities ("towering") unaccompanied by the proper supervision.
- If the minors are ages twelve (12) – fifteen (15), and are at least 58" tall, the adult (18+) may supervise up to sixteen (16) of them trekking "Loco Line 1" ("LL1"), LL2, and/or LL3 from the ground.
- One sixteen (16) or seventeen (17) year old may alone, without an adult present, supervise up to two participants, ages twelve (12) – fifteen (15), trekking the Loco Ropes Course or towering
- One adult is permitted to supervise up to two minors younger than twelve (12) years old and shorter than 58" tall, trekking LL1, LL2, and/or LL3 with them.
- One adult is permitted to supervise an unlimited number of minors Towering by remaining onsite and maintaining adequate control.

#### D. Season Pass

##### General Issues

1.1 These Terms and Conditions apply to the process of purchasing, reserving and booking with a Season Pass as offered by Loco Ropes.



1.2 You must be 18 years or older to purchase a Loco Ropes Season Pass and/or change the bank account on record (See D2.3 below) for yourself or another. **IMPORTANT: NOTE THE POTENTIAL FOR ADDITIONAL CHARGES IN THE EVENT OF UNTIMELY REQUESTS FOR CANCELLATION OF BOOKINGS! (SEE D2.3 BELOW)**

1.3 Your acknowledgement and acceptance of these terms and conditions are required prior to completing the booking process as a Season Passholder ("Passholder"). Bookings made with a Season Pass without this acknowledgement will not be honored. If you have any questions regarding our terms and conditions please email us at [info@locoropes.com](mailto:info@locoropes.com).

1.4 The booking terms and conditions for Passholders are binding. Loco Ropes is not required to offer variances contrary to existing policies.

1.5 Loco Ropes reserves the right to modify these Season Pass terms and conditions at will and without liability.

### Bookings/ Cancellations

2.1 Passholders may book using a voucher ("Loco Pass") for free entry as many as four (4) times per month, including as many as two (2) times for weekend bookings, March – November, for the year the Season Pass is effective. Until 72 hours before the booked session, 50% of the session's maximum capacity may be filled by Season Passholders. Upon 72 hours before the booked session, an unlimited number of Passholders may fill the maximum capacity for the given session.

2.2 Passholder shall be entitled to cancel bookings subject to Loco Ropes receiving your request for cancellation at least 48 hours before the booked start time. Requests for cancellation must be made either online or via email (effective upon your receipt of an emailed cancellation confirmation from Loco Ropes). As a Passholder, you shall be entitled to a free booking/cancellation exchange in the event of cancellation under this clause.

2.3 Cancellation requests not received at least 48 hours before the booked start time will result in a charge to the bank account on record for the value of the booked activity. The bank account on record will be that used to purchase the Season Pass, unless Loco Ropes receives authorization to use a different bank account under this clause (See D1.2).

2.4 Loco Ropes reserves the right to cancel, without refunds or compensation, your Season Pass in the event adherence to these Terms and Conditions (in part or whole) is not met by Passholder, and/or Passholder's guardian (in the event Passholder is a minor), and/or the associated bank account holder.

2.5 No refunds or compensation will be payable by Loco Ropes in the event that any Passholder is not permitted to, or decides not to, undertake or complete the Activities.

2.6 Both Passholder and the holder of the bank account on record may cancel and reinstate (during the same season) the ability to book as a Passholder.

2.7 The Season Pass, and its related bookings and exchanged Tower Adventures (See D2.11) are non-transferable, in whole or in part.

2.8 In the event that it proves necessary to close the Activities for reasons beyond the control of Loco Ropes, and in circumstances where your party has commenced participation in the Activities, you shall not be entitled to any refund (in part or in whole).

2.9 All Passholder bookings are subject to Loco Ropes' complete Terms and Conditions.

2.10 Passholder may one (1) month per Season book a "Birthday Package" whereby in lieu of four (4) free bookings for the given month, Passholder may have as many as 10 guests trek the Loco Ropes Course equivalent to that of the Passholder at 10% off and may receive as many as 5 Tower Power Packs at 10% off that same day.

2.11 Passholder may exchange each Loco Line for 2 Tower Adventures.

### Payment

3.1 Subject to any terms agreed in writing between Loco Ropes and you, our charges shall be calculated at our current rates and payment in full shall be due at the time of purchase and upon any untimely cancellations per D2.3 above. In the event of an untimely cancellation per D2.3 above, payment will be made by debit or credit card on record as authorized by Loco Ropes. Payment for purchase of Season Pass may be made by debit or credit card either online at [locoropes.com](http://locoropes.com) or via telephone at (888) 669-6717.

Go Loco!