



LOCO ROPES PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK

THIS IS AN IMPORTANT DOCUMENT requiring you read it in its entirety before signing below, our **Helmet Policy, and (if applicable) the Loco Ropes Parents or Legal Guardian's Additional Indemnification (for Participants Under the Age of 18) ("Additional Indemnification")**

In consideration of the services of **Loco Ropes @ Ozark Folk Center State Park, LLC** their agents, owners, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Loco Ropes") received this 2019 Season, I hereby agree to release, indemnify, and discharge Loco Ropes, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that use of Loco Ropes' high wire training course, Loco Line 1 ("LL1"), Loco Line 2 ("LL2"), Loco Line 3 ("LL3"), ground activities, and tower zip lines, freefall, and climbing walls (collectively and individually referred to as the "Activity") entails known and unanticipated risks which could result in physical and/or emotional injury, paralysis, death, and/or damage to myself, to property, and/or to third parties. **I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activity.**

The risks include, among other things: the hazards of walking on uneven terrain and slips and falls; being struck by objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning and rapid weather changes; the risks of falling; the risks of exposure to insect bites; the risk of cold and heat including hypothermia, and heat stroke; my own physical condition, and the physical exertion associated with this Activity.

Furthermore, Loco Ropes staff ("Staff") have difficult jobs to perform. Loco Ropes staff is trained to seek safety for all participants and onlookers, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. **I expressly agree and promise to accept and assume all of the risks existing in this Activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.**

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Loco Ropes from any and all claims, demands, or causes of action, which are in any way connected with my participation in this Activity or my use of Loco Ropes equipment or facilities, **including any such Claims which allege negligent acts or omissions of Loco Ropes.**

4. Should Loco Ropes or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against Loco Ropes, I agree to do so solely in the state of Arkansas, and I further agree that the substantive law of that state shall apply in the action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. By participating in the Activity, I agree my image and/or voice may be recorded for possible broadcast or other promotional purposes.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this Activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Loco Ropes on the basis of any claim from which I have released them herein. I also understand and promise that I will not participate in the Activity if I am under the influence of alcohol or drugs. I have had sufficient opportunity to read this entire document ("Document"), including the accompanying Additional Indemnification for Minor Participants (where applicable), Helmet Policy, Guidelines and [Participation Terms and Conditions](#).

I am completing this Document for the following Participant(s) (CHECK ONE):

Myself Only

Minor(s) Only

Myself AND Minor(s)

Each Adult Participant (18 & older) needs to complete their own Waiver Form, and Minor Participants need their Parent, Guardian, or Adult Authorized by the Minor's Parent or Guardian to complete the Waiver Form for them.

Adult's Printed Name

Adult's Signature

Adult's Address

City

State

ZIP

Phone

Date



Helmet Policy

Loco Ropes recognizes the validity of research conducted by the Association of Challenge Course Technology (ACCT) regarding the effectiveness of helmets while participating in the Activity. Studies show that in certain instances the wearing of helmets may pose a potential for injury caused by reduced visibility and/or improper fit. Loco Ropes offers helmets to participants who wish to wear them, but does not require all participants to do so.

As a Participant and/or as an Adult Responsible for Minor Participant(s), it is my decision for participation, in whole or in part, in Loco Ropes Activities to be undertaken with or without a helmet this 2019 Season. I acknowledge, understand and accept Loco Ropes' Helmet Policy. I understand that the entirety of this Document remains valid whether or not I, or the Minor(s) under my supervision, wear a helmet.

Adult's Signature (same as on page 1)

Date

Loco Ropes Safety Guidelines

Your understanding of our Safety Guidelines ("Guidelines") 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 Loco Ropes owned equipment will hereby be referred to, individually and collectively, as the "Activity."*

1.1 This Participant Release document, signed, is required of all adult participants seeking access to the Activity and those minor participants age 16 or 17 that are unaccompanied by an adult (18+) and so permitted with a properly signed and completed Additional Indemnification. Completion of such release forms is proof of your understanding of the following policies.

1.2 All LL1, LL2, and LL3 Course ("Course") participants are required to attend a Loco Ropes 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 comprehension level 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 Activity. 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 Activity requires 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 The Staff is not responsible for determining an appropriate level of physical fitness, however the Staff reserves 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 the Activity. 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 Activity.

1.7 All participants are required to wear and return 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, including wearing closed toe shoes and wearing no loose jewelry. Loose fitting clothing and long hair must be secured, as they otherwise pose a safety risk. Loco Ropes is not responsible for loss or damage caused to personal effects.

1.9 All participants must act considerately and responsibly when interacting with Staff and fellow participants. Failure to do so is grounds for removal from the park. No refunds will be issued.



LOCO ROPES PARENTS OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION (FOR PARTICIPANTS UNDER THE AGE OF 18)

- All Loco Ropes participants younger than eighteen (18) years old need adult consent.
- No one younger than sixteen (16) years old may trek the Loco Ropes Course (Loco Lines 1, 2 and 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 an unlimited number of minors trekking the Loco Ropes Course from the ground by remaining onsite and maintaining adequate control.
- One sixteen (16) or seventeen (17) year old may, alone, without an adult present, supervise up to two (2) minor participants, ages twelve (12) – fifteen (15), trekking the Loco Ropes Course or Towering.
- One adult is permitted to supervise up to two (2) 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.

In addition to the signed *Loco Ropes Participant Agreement, Release, and Acknowledgment of Risk* ("Release") document by the Minor(s)' accompanying adult supervisor, this Additional Indemnification portion of the Release document must be agreed to and so indicated below with Minor Participant(s) named in this Document by an adult that is responsible for Loco Ropes participants who are minors (younger than eighteen (18) years old, hereinafter referred to as "Minor(s)"), regardless of the Loco Ropes activity, or supervision arrangement.

1. I, as parent or guardian of Minor Participant(s), acknowledge the inherent risk of injury associated with the Activity offered and provided by Loco Ropes. With this acknowledgement I release the Minor(s) to participate in any or all activities organized by Loco Ropes this 2019 Season. I declare that if I am not the parent or guardian of the Minor(s), I have been granted authority by the minor(s) parent or guardian to sign this risk acknowledgement and participant release.

2. **WHERE MINOR IS SUPERVISED BY A 16 OR 17 YEAR OLD MINOR** (check if applicable). I am aware of and agree to the supervision rules listed above. If I am not to accompany the Minor(s) on Loco Ropes Course or Towering or supervise them from the ground, I grant this 16 or 17 year old permission this 2019 Season to supervise the named Minor(s), ages 12 -15, while I retain ultimate responsibility for the 16 or 17 year old and/or all of their supervised Minor(s). 16 or 17 year old Minor Participant to Supervise Younger Minors per [Loco Ropes Terms and Conditions](#):

16 or 17 Year Old Minor Participant's Name

Date of Birth

3. I agree that I am responsible for the safety, well being, and behavior of the Minor(s). Additionally, I have communicated the Loco Ropes Safety Guidelines to the Minors, and believe each of us to have a thorough understanding of them.

4. In the unlikely event of an accident involving the Minor(s), or loss or damage to his/her/their personal effects, I acknowledge that Loco Ropes will not be liable for any direct or indirect loss, damage or injury arising from or in connection with the Activity.

5. I certify that the Minor(s) do not have any physical or medical conditions which could interfere with his/her/their safely undertaking the Activity offered or provided by Loco Ropes.

6. I further agree to indemnify and hold harmless Loco Ropes from any and all Claims which are brought by, or on behalf of the Minor(s), and which are in any way connected with such use or participation by the Minor(s).

List of Minor Participants (please attach, sign and date separate sheet if additional room needed):

1) _____ 2) _____

3) _____ 4) _____

5) _____ 6) _____

My signature below certifies that I have read the Document in its entirety and agree to be bound by its terms in full.

Responsible Adult's Printed Name (same as on pg 1)

Responsible Adult's Signature (same as on pg 1)

Date: _____