

**Assumption of Risk and Release of Liability**  
**by Me, My Personal Representatives, Heirs, Estates, and Assigns**

In consideration of the services of Sheltopee Trace Outfitters, their officers, agents, employees, stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "STO"), I agree as follows:

Although STO has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, I acknowledge that this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can be causes of loss of or damage to my social standing and economic earning power, as well as cause of accidental injury or illness, or, in extreme cases, permanent trauma, paralysis, or death. STO does not want to frighten me or reduce my enthusiasm for this activity, but thinks it is important for me to know in advance what to expect and to be informed of the inherent risks.

The following describes some, but not all, of those risks:

Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to

- Walking on uneven terrain, which may includes slips or falls;
- The use of ropes, cables, harnesses, pulleys, belay devises and other hardware, tensioned lines and accompanying twists and jolts which may result in rope burn, abrasions, pinches, scratches, bruises, pulled hair, sprains, lacerations, fractures, concussions or even more severe life-threatening injuries;
- Contact, including blunt force, with any part of the climbing wall, zip line structure, equipment, other participants, staff, bystanders, or the ground.
- Forces of nature, including lightning and rapid weather changes, exposure to weather, which could result in hypothermia, hyperthermia, heat exhaustion, sunburn, dehydration;
- Exposure to bugs and insects, which may includes bites, stings, and impact injuries;
- Emotional trauma, which may include close contact with other people, heightened anxiety, an increased fear of heights and other unspecified emotions;
- Failure of ropes, cables, slings, harnesses, hardware, anchor points, or any part of the zip line or climbing wall structure;
- Failure of guides to adequately judge factors that may impact safety, including a participant's fitness or abilities, weather and other environmental conditions. A guide may give incomplete warnings or instructions or these instructions and warnings may not be heard or understood by everyone participating in the activity.
- I understand that this activity takes place at heights significantly above the ground and that failure of the equipment, as well as actions by myself or others, may result in a fall from a significant height.

I agree to the following conditions:

- I will inspect all equipment issued to me and will not accept such unless it is in good condition.
- I understand that safety instructions will be given at the beginning of this activity, and that additional safety information may be given as the trip progresses. I understand

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that I must listen to this safety information, and ask questions if there is anything that I do not understand.

- I will wear appropriate footwear.
- I will secure all loose items.
- I will ensure that my hair is adequately restrained.
- I will not intentionally release any item or substance on or in my body or in my possession while on the zip line or climbing wall.
- I understand that alcohol will, and other substances may impair judgement and reduce my ability to manage the risks this activity. I certify that I am not currently impaired, nor will I become impaired, while participating in this activity.

I am aware that this activity entails risks of injury or death to myself. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I agree to assume responsibility for the risks identified herein and those risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which STO or its agents is a party shall be in McCreary County, Kentucky.

I understand that STO accepts no responsibility and I accept full responsibility for determining my medical, physical or other qualification or suitability for participating in this activity. I certify that I am fully capable of participating in this activity. I certify that I am at least of the minimum required age required for this activity. Therefore, I assume full responsibility for myself, including my minor children, for bodily injury, death, loss of personal property, loss of employment and any other losses and expenses thereof as a result of those inherent risks and dangers and of my negligence in participating in this activity.

I have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives, estates, and for all members of my family, including any minors accompanying me. I hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify STO from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services, or otherwise which may arise out of my use of STO equipment or my participation in STO activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by STO. I acknowledge I am not relying on any oral, written, or visual representations or statements made by STO, including those made in its brochures or other promotional material, to induce me to participate in this activity. I agree that if any part of this agreement is found by a court or other appropriate body to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.

Signature of \_\_\_\_\_ Print  
Participant: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

If under 18 signature of parent or \_\_\_\_\_ Print  
legal guardian: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_

of parent or legal guardian

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

of parent or legal guardian

**Climbing Wall** \_\_\_\_\_

**Zip Line** \_\_\_\_\_