



Back 40 Waiver

Welcome to the Back 40 @ Summerhill!

Please carefully review our safety guidelines and pledge prior to entering.

Participant & Parent Rules and Responsibilities

Parent's must commit to helping their child(run) participate in a fun, yet safe manner.

Legend's Playground (low ropes playground challenges)

- Spot & Support participants as needed.
- No running in playground.

Initial _____

Clyde's Climb (Horizontal climbing surface)

- Climber's feet must not get higher than 30" off the ground.
- No Horseplay or running.
- Step off safely if you lose your balance.

Initial _____

Bulls-eye (Slingshot range)

- Children may not pick up sling shot until given permission.
- Participants much aim at the building at all times. All participants & observers within 20' of the firing line MUST wear eye protection)
- Participants agree to follow all posted rules.

Initial _____

Hammerschlaugen

- No Horseplay or running.
- Parents agree to closely supervise their child/s use of the hammer.

Initial _____

Jada's Express

- All riders must sit for the duration of the ride.

Initial _____

Leap of Faith (High ropes challenge) **See page 2

Initial _____

Don's Diggers (Miniature excavators)

MUST BE 42" tall & 8 years old. **See page 2

1. Management reserves the right to refuse anyone access to the attraction if we believe it would be unsafe for them, other guests or the staff. Reasons a guest may be turned away include, but are not limited to, being under the influence of drugs or alcohol, or an inability to understand or obey the rules.
2. Participating while under the influence of drugs or alcohol is prohibited.
3. Must have secure shoes. No bare feet, flip-flops or open heel shoes. Shoes must be tied.
4. Follow all operator instructions and posted rule signs. Please stay on paths.
5. Parents are responsible for the care of their children.



Back 40 Waiver

In consideration of **Summerhill Adventures LLC** (known as **SA**) furnishing services and /or equipment to enable me to participate in the High Ropes Challenges (HRC) & Miniature Excavators (ME) and allowing me the use of part of the SA facility and adjacent property, I agree to fully understand and acknowledge that: 1. Risks and dangers exist in my use of HRC & ME and/or other equipment in my participation in these activities or any other activities at **SA**; 2. My participation in such activities and/or use of such equipment may result in my injury or illness including but not limited to bodily injury, disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death or other ailments that could cause serious disability; 3. These risks and dangers may be caused by the negligence of the owners, employees, officers or agents of **SA**, the negligence of the participants, the negligence of others, accidents, breeches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes. 4. There is a 250 lb weight limit on all high ropes activities. *** Initial***

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify **SA** and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise from my activity at the **SA** facility whether caused or contributed to, in whole or in part, by the negligence of **SA**, its agents, employees, officers or representatives. I specifically understand that I am releasing, discharging and waiving any claim or cause of action that I may have presently or in the future against **SA**, its agents, employees, officers or representatives arising from my activity at **Summerhill Adventures** facilities and adjacent properties. ** Initial**

Safety Pledge: I agree to abide strictly by the rules set forth in the **SA** training and practice course. I also agree to correctly wear my helmet, harness or other provided gear at all times while on the machine or designated Climbing area. I **also agree not to be under the influence of alcohol or under the influence of any drugs** that can affect my judgment, perception, or movement while participating in the HRC or ME at **SA**. *** Initial***

MUST be FILLED OUT and SIGNED by PARENT or GUARDIAN if PARTICIPANT is UNDER 18 YEARS OLD

The undersigned parent or guardian has read the above Waiver, agrees to the terms and hereby gives permission for the below named minor to participate in the high ropes and low ropes course at Summerhill Adventures and hereby gives staff permission to **authorize medical treatment** as may be deemed necessary for the child named below while involved with in any other activities at Summerhill Adventures. *** Initial***

Media Release

As a participant and/or lawful guardian of the participant, I hereby voluntarily permit and authorize Summerhill Adventures, LLC (SA) and its employees, agents, and personnel who are acting on behalf of the SA to post on the www.summerhilladventures.com (Website) and/or SA mailers/advertising, photographs or video images of me, or any member of my family, or any individual that I am registering. I understand that the SA and its employees, agents and personnel cannot warrant or guarantee that, on placement of such a photograph or video image on the SA Website, any further dissemination of my photographs or video images will be subject to SA supervision or control. Accordingly, I release the SA, its employees, agents and personnel acting on its behalf from any and all liability related to all dissemination of such photographs or video images. *** Initial*** **I have read and agree to the Media Release.**

OR

Signature of participant

Signature of PARENT/GUARDIAN (if applicable)

I HAVE READ THE ABOVE WAIVER. BY SIGNING BELOW, IT IS MY INTENTION TO RELEASE SUMMERHILL ADVENTURES, LLC AND ITS AGENTS FROM ANY LIABILITY FROM PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I understand that a 250 lb. weight limit applies to all high event activities at Summerhill Adventures., LLC.

Signature of participant

Signature of PARENT/GUARDIAN

Participant's Full Name

Age

Address

Additional Participant's Full Name
(Add more below if necessary)

Age

Address