

Shamokin Area School District

2000 W State St. * Coal Township, PA 17866 (570) 648-5731 *<http://www.indians.k12.pa.us>

A participant, or "rider" is any person who is involved with challenge courses, zip lines, canopy tours, and or climbing walls. Legally, these structures are defined as amusement rides.

Rider Responsibility Rules

"Rider" - A person 14 years of age or older utilizing an amusement ride. The term includes any person who is an invitee, whether or not the person pays consideration.

a) Responsibilities - A rider is responsible for obeying the posted rules or oral instructions of amusement rides and shall abide by the following:

- (1) A rider may not board or dismount from an amusement ride except at the designated area if one is provided.
- (2) A rider may not throw or expel any object or matter from an amusement ride.
- (3) A rider may not act in any manner contrary to posted and oral rules while boarding, riding, or dismounting from any amusement ride.
- (4) A rider may not engage in any reckless act or activity which may tend to injure himself or others.
- (5) While using amusement rides that require steering or control of his speed and course at all times. A rider shall not steer the ride in such a manner as to intentionally harm another person.
- (6) A rider may not disconnect, disable or attempt to disconnect or disable any safety device, seat belt, harness or other restraining device before, during or after movement of the ride has started except at the express instruction of the operator.
- (7) A rider may not disembark or attempt to disembark from any amusement ride before, during or after movement of a ride has started except upon the express instruction of the operator.
- (8) A rider may not board or attempt to board any amusement ride if he is under the influence of alcohol or any controlled substance ... which impacts his ability to safely use the ride and abide by the posted and oral instructions.
- (9) A rider may not alter or enhance the intended speed, course, or direction of a ride by using any unauthorized device, instrument, or method.
- (10) A rider 14 years of age or older embarking on a ride after failing to pay appropriate consideration for its use, when required by amusement park rules and regulations, shall be considered to be a trespasser.
- (11) A rider shall not attempt to gain access to controls of an amusement ride designed solely to be operated by employees of amusement parks.

(b) Exceptions - Subsection (a) shall not apply to an individual who because of deafness, blindness, mental limitation or a language barrier is not capable of understanding the posted rules or oral instructions.

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PARTICIPANT AGREEMENT AND ACKNOWLEDGEMENT OF RISK

Challenge Courses/Ziplines/Canopy Tours/Climbing Walls

Challenge Courses/Ziplines/Canopy Tours/Climbing Walls consist of group and individual challenge elements and may require problem-solving ability, touching, supporting and lifting other individuals, lifting heavy beams, climbing walls, using ropes and related climbing equipment, balancing, and walking on narrow beams, logs, ropes, and cables that may be 50 feet or more above the ground. Activities are designed to be physically, mentally, and emotionally challenging. The participant and his/her Parent or Guardian acknowledges that this is a dangerous activity.

A training session provides participants with instruction in basic safety, communication, and use of equipment. Dangers from known sources are explained, but unexpected hazards may arise. Known and unknown dangers may result in loss of or damage to equipment, accidental injury, permanent trauma, or loss of life. Potential dangers include, but are not limited to:

- Falling from both Challenge Courses/Ziplines/Canopy Tours/Climbing Walls.
- Injury including, but not limited to, cuts, bruises, abrasions, muscle strain, broken bones, punctures, rope/cable burns, internal bleeding and neurological damage.
- Falling while tied to safety ropes.
- Injury from hand holds coming loose and/or objects falling from above the participant.
- Getting hair and/or other body parts in the pulley.
- Inclement weather such as wind, rain, lightning, extreme heat or cold, snow or ice, possibly resulting in hypothermia or heat-related symptoms.

In consideration of the services Shamokin Area School District, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf, I hereby agree to release and discharge Shamokin Area School District, on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate to each of the following issues:

1. I acknowledge that the participation entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential natural qualities of the activity.
2. I also acknowledge and agree that following the directions and instructions of supervisory individuals is mandatory and essential to my safety and the safety of others.
3. I expressly agree and promise to knowingly 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 known and unknown risks.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless, Shamokin Area School District 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 Shamokin Area School District equipment or facilities, including any such claims which allege negligent acts or omissions of Shamokin Area School District.
5. Should Shamokin Area School District, or, anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold Shamokin Area School District harmless for all fees and costs associated with the incident.

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6. I certify that I and Parent/Guardian 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 and hold Shamokin Area School District harmless for these costs. I further certify that I have no medical or physical conditions that 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.
7. In case of injury as a result of my participation in this activity, I hereby give advance permission to obtain medical services on my behalf including but not limited to paramedic treatment, transportation by emergency vehicle to a medical facility, and treatment by emergency physicians. All extraordinary measures are to be taken in regards to treatment and I shall assume all fiscal responsibility as to any treatment and services. I will indemnify and hold harmless Shamokin Area School District, from any and all financial and legal obligations associated with emergency treatment, including all actions in seeking and obtaining this service.
8. 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. A photocopy copy of this agreement shall be acceptable as a true and authentic copy.

By voluntarily signing this document, I acknowledge that if anyone is hurt or if 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 Shamokin Area School District on the basis of any claim from which I have released Shamokin Area School District herein.

I have read this document and understand all portions of it, and I agree to be bound by all its terms.

Signature of Participant _____ Date _____

Print Name _____

Address _____

Telephone No. _____

Person to notify in case of an emergency

Print Name _____

Address _____

Telephone No. _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must Be Completed For Participants Under 18 Years Of Age)

In consideration of _____ (print minor's name) being permitted by Shamokin Area School District to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold Shamokin Area School District harmless from any and all claims that are brought by or on behalf of the above minor which are in any way connected with such use or participation by said minor. I will abide by all the terms & conditions noted above. My signature is evidence of my understanding, acceptance and acknowledgment of all of the provisions noted above.

Signature of Parent/Guardian _____ Date _____

Print Name _____