

Clear Water Outdoor, LLC

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.

WARNING: There are significant elements of risk in any adventure sport or activity associated with the outdoors and wilderness. Such activities include **but are not limited to** camping, fishing, climbing, hiking, and the use or the presence of watercraft and/or the use of any related equipment (referred to herein as the "Activity").

1. The person who is assisting with, taking part in, and/or competing in Activity shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. The Undersigned agree and understand that using equipment or facilities for any purpose, as well as, assisting with, preparing for, tearing down, or competing in the Activity, can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

2. The Undersigned agree and understand that there are dangers and risks associated with participating in the Activity and that falls, **INJURIES AND/OR DEATH** may result from engaging in the Activity. The Undersigned agree and understand that **risks include, but are not limited to, the following:**

- a. Risks typically associated with watercraft including change in water conditions or currents, submerged, semi-submerged and overhanging objects, capsizing, swamping, or sinking of watercraft and resultant injury, hypothermia, and/or drowning;
- b. Cold weather or heat related injuries and illnesses including hypothermia, frostbite, heat exhaustion, heat stroke, and dehydration;
- c. An "act of nature" which may include rock fall, inclement weather, thunder and lightning, severe and/or varied temperatures, weather conditions, and wind including tornadoes;
- d. Discharge of weapons;
- e. Attack and/or bite by animals and/or insects;
- f. Accidents or illnesses occurring in remote places where there are no available medical facilities;
- g. Equipment failure or operator error
- h. Injuries due to physical activity.

3. The Undersigned acknowledge and understand that the description of the risks listed above are not complete and that participating in the Activity, weather or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity. By signing this document, the Undersigned recognizes that property loss, injury, serious injury and death are all possible while participation in the Activity.

RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR THE PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.

4. Additionally, in consideration for allowing the Participant to participate in the Activity. **THE UNDERSIGNED HERBY AGREE NOT TO SUE** Clear Water Outdoor, LLC or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. By agreeing not to sue, the Undersigned **are releasing any right to make a claim or file a lawsuit against any Released Party.** Also, the **UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Participant's participation in the Activity, **including but not limited to, those claims based on any Released Party's alleged or actual NEGLIGENCE or BREACH of any CONTRACT and/or express or implied WARRANTY.**

5. By execution of this Agreement, the Undersigned also **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activity.

6. In consideration for allowing Participants to participate in the Activity, the Undersigned **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Participant's participation in the Activity shall be **GOVERNED BY**

WISCONSIN LAW and EXCLUSIVE JURISDICTION of any claim shall be the **DISTRICT COURT OF WALWORTH COUNTY, WISCONSIN** or in the **FEDERAL COURT FOR THE STATE OF WISCONSIN**.

7. In the case of a minor Participant, the Undersigned parents or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, the parent or legal guardian understand that he/she is also waiving certain rights on behalf of the minor Participant would not be permitted to participate in the Activity.

8. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a **legal** parent or guardian of the minor Participant.

9. The Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

10. By signing this Agreement, Participant understands that Clear Water Outdoor, LLC may terminate an activity or refuse or terminate the participation of any person due to safety concerns. Participant acknowledges that no guarantees have been made with respect to achieving objectives.

11. In the event of injury while participating in the Activity, Participant hereby authorizes any medical treatment deemed necessary and agrees to pay all costs of rescue and/or medical services as may be incurred on Participant's behalf.

12. The Undersigned **AGREE TO BE HELD ACCOUNTABLE AND PAY FOR ALL DAMAGES** (apart from normal wear and tear) resulting from Participant's use to watercraft, skis, snowshoes, camping, or any related equipment that Participant uses and/or rents. Clear Water Outdoor, LLC will determine such damage and cost.

I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name of Participant _____
Signature of Participant _____
Date

Emergency Contact _____
Printed Name Telephone Name/Relation

FOR THE FOLLOWING MINORS: Address _____ Phone _____	
Print Minor's name 1. _____ Age _____	Print Minor's name 3. _____ Age _____
Print Minor's name 2. _____ Age _____	Print Minor's name 4. _____ Age _____
_____ Printed Name of Parent/Legal Guardian	_____ Signature of Parent/Legal Guardian