

RELEASE OF LIABILITY AND ASSUMPTION OF RISK
CANOE, TUBE & KAYAK RENTALS THRU WISCONSIN RIVERSIDE RESORT
USE OF THE WISCONSIN RIVER

I, _____ am responsible for myself, group members and for the minor(s) listed below using recreational equipment from Wisconsin Riverside Resort (WRR).

RISKS: I understand the dangers and risks involved with using a canoe, tube or kayak on the Wisconsin River. The risks include, but are not limited to, death, drowning, brain injury, paralysis, other serious bodily injuries, sunburn, bites, heatstroke, dehydration, and personal property damage. I understand that even if all safety precautions are followed, that these risks may still exist for me, my group members and the minors under my supervision. I understand that there is ***NO LIFEGUARD ON DUTY AT ANY TIME*** on the Wisconsin River.

Wisconsin Riverside Resort (WRR) is committed to the safety of its participants in our recreation activities. Risks can be significantly reduced if everyone follows safety rules and instructions that are designed to protect the safety of our participants. This applies to all renters, passengers, users and minor children of equipment provided by WRR. You are solely responsible for determining if you or your minor child are physically fit and skilled for activities requested by this agreement. It is always advisable to consult a physician before undertaking any physical activity, especially if the participant is pregnant, disabled or ill.

ASSUMPTION OF RISKS: I voluntarily agree to assume the risks in using recreational equipment from WRR for myself, group members and the minors under my supervision for a float/paddle trip on the Wisconsin River. I assume full responsibility for assessing my capabilities, group capabilities and the capabilities of the minors under my supervision to safely participate in the use of the recreational equipment at all times. I realize that all participants may be exposed to a risk of injury or death and that the child must be accompanied by an adult at all times. I understand and have discussed the dangers and the importance of following rules and safety precautions with all group members and minors under my supervision. I understand that significant medical costs, loss of income, or other financial damages may occur as a result of bodily injuries or death, and I agree to assume the financial obligations, either through my health insurance coverage or other means, that may result as a consequence of such injury, death, or damage. Participant is voluntarily renting recreational equipment from WRR at their own risk. Canoeing, tubing and kayaking involves physical activity, and the use of mental and emotional resources of each participant.

- Act within the limits of participants' ability. There is still a risk of serious injury, including drowning.
- Heed all warning regarding participation in the recreational activity. All hazards and dangers cannot be foreseen. Certain risks include, but are not limited to, dangerous weather and water conditions, rising waters, faster currents, insect bites, capsizing, being pinned between trees, hypothermia, sunburn, heatstroke, dehydration, inadequate supervision, horseplay, carelessness, poor canoeing/tubing/kayaking techniques, poor swimming skills, loss of personal articles and failure to wear personal floatation device.
- Maintain control of his or her person and the recreational equipment the person is using while participating in the recreational activity.
- Refrain from acting in any manner that may cause or contribute to the death, drowning or injury to himself or herself or to other persons while participating in the recreational activity.
- Violations constitute negligence and, in this regard, it is impossible for WRR to guarantee absolute safety.

Upon arriving at our facility participant agrees they have inspected equipment and acknowledge that upon receipt it is in good working order. Participant understands and agrees that WRR is not providing supervision or instruction in the use of equipment and the participant is solely responsible for determining the appropriate uses for the equipment. Participant agrees to be responsible for any damage to the equipment, except ordinary wear and tear.

RELEASE AND WAIVER OF LIABILITY: With full acknowledgement of the above, I, my heirs, assigns, or representatives, hereby release, waive, discharge and promise not to sue or assert claims against **Wisconsin**

Riverside Resort, Inc., its officers, directors, employees, agents, insurance carriers, landlord, or representatives, for any injury, damages, or even death arising from any of the named participant's use of the recreational equipment on the Wisconsin River, including claims arising from or related to Wisconsin Riverside Resort Inc.'s negligence and/or products liability. I KNOWINGLY, VOLUNTARILY, AND EXPRESSLY WAIVE ANY CLAIM I MAY HAVE AGAINST WISCONSIN RIVERSIDE RESORT, INC., ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INSURANCE CARRIERS, LANDLORD, OR REPRESENTATIVES, FOR ANY INJURY, DAMAGES, OR EVEN DEATH AS A RESULT OF THEIR NEGLIGENCE DURING MY USE OF THE RECREATIONAL EQUIPMENT. I understand that this waiver and release means I cannot collect damages for such claims from Wisconsin Riverside Resort, Inc. on any of its related parties listed. By signing this form the participant, and all in their group, will be expressly assuming the risk and legal liability and waiving and releasing WRR from all claims for injuries, damages or loss which you or your minor child might sustain as a result of participating in any and all activities, including transportation services and vehicle operations. Including its owner, employees and all third parties. *See Wis. Stats. 895.52*

VOLUNTARY CONTRACT: I understand that I have the opportunity to negotiate the above terms with Wisconsin Riverside Resort, Inc. I understand this document is a contract between Wisconsin Riverside Resort and me. By signing this form, I agree to be legally bound by its terms. I recognize and acknowledge that there are certain risks of physical injury to participants, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that myself, my group members or my minor child may sustain as a result of participation in recreational activities.

PARENTAL/GUARDIAN CONSENT: I certify that I am the parent or legal guardian of the minor participants below and that they are in my legal custody and control. I hereby give permission for the minor to use the recreational equipment. I further certify that the child is in good health and has no physical or other impediment that would endanger the child while using the recreational equipment.

DAMAGES Charges may be incurred for lost or damaged articles belonging to WRR.

I have read, fully understand, and accept this Release of Liability and Assumption of Risk for the use of Wisconsin Riverside Resort's Recreational Equipment on his/her behalf.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of liability. If registering online, online signature shall substitute for and have the same legal effect as an original form signature.

Parent/Guardian Signature _____ Date: _____

Parent/Guardian Name Printed _____

Print Minor Participant(s) Name and Age _____

Print Minor Participant(s) Name and Age _____

Print Minor Participant(s) Name and Age _____

Print Minor Participant(s) Name and Age _____