

WAIVERS

ATTACHED IS A WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT WHICH MUST BE SIGNED BY EVERY PARTICIPANT AS A CONDITION TO PARTICIPATING IN THE EVENT. A WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT FOR PARTICIPANTS AGE 16 OR 17 IS ALSO ATTACHED, AND MUST BE SIGNED BY THE MINOR PARTICIPANT AND HIS OR HER PARENTS OR GUARDIANS AS A CONDITION TO PARTICIPATING IN THE EVENT. PLEASE READ THE APPLICABLE DOCUMENT CAREFULLY BEFORE SIGNING AS IT FOREVER WAIVES AND RELEASES LEGAL RIGHTS WHICH MIGHT OTHERWISE BE AVAILABLE IN THE CASE INJURY, DEATH, LOSS OR DAMAGE

Washington Island Canoe and Kayak Event WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT

THE UNDERSIGNED, _____ (THE "PARTICIPANT") IN CONSIDERATION OF THE OPPORTUNITY TO PARTICIPATE IN THE WASHINGTON ISLAND CANOE AND KAYAK EVENT (THE "EVENT"), HEREBY REPRESENTS, COVENANTS AND AGREES AS FOLLOWS:

FOR PURPOSES OF THIS AGREEMENT (1) THE TERM "ACTIVITIES" OR "EVENT ACTIVITIES" MEAN AND INCLUDE ANY AND ALL ACTIVITIES INVOLVING (A) THE USE, MAINTENANCE, REPAIR, TRANSPORTATION AND STORAGE OF ONE OR MORE KAYAKS AND CANOES AND RELATED EQUIPMENT ON WASHINGTON ISLAND AND THE OTHER ISLANDS IN THE TOWN OF WASHINGTON, DOOR COUNTY, WISCONSIN AND THE FERRY DOCK AND BEACHES IN NORTHPORT, DOOR COUNTY, WISCONSIN OR IN THE SURROUNDING WATERS, INCLUDING WITHOUT LIMITATION THE RACES, MARATHON CROSSING OF DEATH'S DOOR AND OTHER PADDLING ACTIVITIES DESCRIBED IN THE EVENT LITERATURE OR ON ITS WEBSITE, AND (B) ANY AND ALL LANDS, BUILDINGS, STRUCTURES, FIXTURES, DOCKS, VEHICLES, BOATS, MACHINERY, EQUIPMENT, SUPPLIES AND OTHER ITEMS OF REAL OR PERSONAL PROPERTY RELATED TO OR USED IN CONNECTION WITH THE USE, MAINTENANCE, REPAIR, TRANSPORTATION AND STORAGE OF SUCH KAYAKS AND CANOES AND RELATED EQUIPMENT; AND (2) THE TERM "EVENT FACILITATOR" MEANS AND INCLUDES ALL SPONSORS, CO-SPONSORS AND ORGANIZERS OF THE EVENT, THE RED BARN PARK COMMITTEE, THE TOWN OF WASHINGTON, LAKE ADVENTURES UNITING NATURE AND CHILDREN WITH HOSPITALITY (L.A.U.N.C.H), INC., A WISCONSIN NON-STOCK CORPORATION, THE WASHINGTON ISLAND FERRY LINE, INC., A WISCONSIN CORPORATION, BREAD & WATER LLC, A WISCONSIN LIMITED LIABILITY COMPANY, TEAM LEADERSHIP CENTER, INC., A WISCONSIN CORPORATION, AND ALL OTHER PERSONS AND ORGANIZATIONS (MUNICIPAL, FOR PROFIT OR NOT-FOR-PROFIT) WHOSE PROPERTY AND/OR MEMBERS, OFFICERS, DIRECTORS, OFFICIALS, AGENTS AND/OR VOLUNTEERS ARE INVOLVED IN ANY EVENT ACTIVITIES AND ALL GUIDES, INSTRUCTORS, VOLUNTEERS AND OTHER PERSONS AND ORGANIZATIONS PARTICIPATING IN, OR PROVIDING GOODS AND/OR SERVICES IN CONNECTION WITH, ANY EVENT ACTIVITIES, INCLUDING WITHOUT LIMITATION ALL FULL OR PART TIME OWNERS, MEMBERS, OFFICERS, DIRECTORS, OFFICIALS, EMPLOYEES AND AGENTS OF THE MUNICIPAL, FOR PROFIT AND NOT-FOR-PROFIT CORPORATIONS, COMPANIES AND OTHER PERSONS AND ORGANIZATIONS IDENTIFIED ABOVE OR OTHERWISE INVOLVED IN CONNECTION WITH ANY EVENT ACTIVITIES.

I FULLY UNDERSTAND THAT THE EVENT ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH, AND THE RISK OF DAMAGE TO, LOSS OR DESTRUCTION OF MY BOAT, VEHICLE, EQUIPMENT AND OTHER PROPERTY. THESE RISKS AND DANGERS MAY BE CAUSED BY MY OWN ACTIONS OR OMISSIONS, BY THE ACTIONS OR OMISSIONS OF OTHER PARTICIPANTS OR OF PERSONS NOT PARTICIPATING IN THE EVENT ACTIVITIES, OR BY THE ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, OF PERSONS ACTING FOR OR ON BEHALF OF THE EVENT, INCLUDING WITHOUT LIMITATION GUIDES, INSTRUCTORS AND INDIVIDUAL VOLUNTEERS AND OTHER EVENT FACILITATORS. THE WEATHER AND WATER CONDITIONS IN WHICH THE EVENT ACTIVITIES TAKE PLACE WILL AFFECT THE LEVEL OF RISK AND DANGER, AND I ACKNOWLEDGE THAT I AM PERSONALLY RESPONSIBLE FOR EVALUATING SUCH CONDITIONS AND DECIDING WHETHER TO PARTICIPATE OR NOT, GIVEN THE THEN EXISTING CONDITIONS. THE RISKS AND DANGERS INCLUDE, BUT ARE NOT LIMITED TO, THE POSSIBILITY OF CAPSIZING AND DROWNING OR BEING INJURED ON A SUBMERGED OBJECT OR ANOTHER BOAT, COLD AND HEAT RELATED INJURIES AND ILLNESSES INCLUDING RAPID AND SERIOUS LOSS OF BODY TEMPERATURE (HYPOOTHERMIA), HEAT EXHAUSTION, HEAT CRAMPS, SUN STROKE, DEHYDRATION AND SUN BURN. I REALIZE THAT THE RISKS MAY INCLUDE THE NEGLIGENT ACTS OR OMISSIONS OF OTHERS, INCLUDING WITHOUT LIMITATION THE INABILITY OR FAILURE OF PERSONS PROVIDING ME HELP OR ASSISTANCE TO TAKE APPROPRIATE ACTIONS (e.g., negligent rescue). THERE MAY BE OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES NOT KNOWN TO ME OR FORESEEABLE AT THIS TIME; AND I UNDERSTAND AND AGREE THAT THE FOREGOING LIST DOES NOT INCLUDE ALL RISKS AND DANGERS ASSOCIATED WITH SEA KAYAKING AND CANOING EVENTS AND THE EVENT ACTIVITIES.

I AM AN ADULT (at least 18 years or age), IN GOOD HEALTH AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN THE EVENT ACTIVITIES; AND I AM AN EXPERIENCED KAYAKER OR CANOER AND PROFICIENT IN THE HANDLING OF MY BOAT. I HAVE PARTICIPATED IN A NUMBER OF KAYAKING AND/OR CANOING EVENTS SIMILAR TO THE EVENT ACTIVITIES. MY BOAT IS DESIGNED FOR OPERATION UNDER THE CONDITIONS IN WHICH THE EVENT ACTIVITIES WILL OCCUR, AND IS IN GOOD CONDITION. MY BOAT HAS ADEQUATE FLOATATION TO SUPPORT ALL OCCUPANTS IF SWAMPED, AND, IF CAPSIZED, I CAN RIGHT THE BOAT AND MOVE IT TO SAFETY WITHOUT ASSISTANCE. I WILL WEAR A USCG-APPROVED PFD. EVERY OCCUPANT IN MY BOAT WILL ALSO WEAR A USCG-APPROVED PFD. IF I AM PADDLING AN OCEAN KAYAK (SURFSKIS), I MAY CARRY MY USCG-APPROVED PFD WITH A SECURE LINE FROM MY BOAT TO MY PERSON (ANKLE LEASH). I HAVE READ AND FULLY UNDERSTAND AND AGREE WITH THE SAFETY POLICY AND GUIDELINES PUBLISHED FOR THE EVENT AND INCLUDED IN THE EVENT REGISTRATION PACKAGE; AND I WILL AT ALL TIMES DURING MY PARTICIPATION IN THE EVENT ACTIVITIES BE IN FULL COMPLIANCE WITH SUCH SAFETY POLICY AND GUIDELINES.

I UNDERSTAND THAT THE COURSES FOR ACTIVITIES ON THE WATER MAY CROSS SHIPPING LANES, AND THAT I AM RESPONSIBLE FOR YIELDING RIGHT OF WAY TO COMMERCIAL VESSELS IN THE SHIPPING LANES AND ANY POWERBOAT ON THE COURSE.

I KNOWINGLY AND VOLUNTARILY FULLY ACCEPT AND PERSONALLY ASSUME ALL RISKS AND DANGERS ASSOCIATED WITH THE EVENT ACTIVITIES, FORESEEN OR UNFORESEEN; AND I KNOWINGLY AND VOLUNTARILY FULLY ACCEPT AND ASSUME SOLE RESPONSIBILITY FOR ANY AND ALL COSTS, LOSSES, LIABILITIES, INJURIES AND EVEN DEATH, WHICH I MAY SUFFER OR INCUR, DIRECTLY OR INDIRECTLY, AS A RESULT OF OR IN CONNECTION WITH MY PARTICIPATION IN THE EVENT ACTIVITIES.

I, FOR MYSELF, MY SPOUSE (if I am married), MY ESTATE AND MY LEGAL REPRESENTATIVES, HEIRS AND NEXT OF KIN, SUCCESSORS AND ASSIGNS AND ALL THOSE CLAIMING BY OR THROUGH ME (HEREIN REFERRED TO AS "MY REPRESENTATIVES"), CONSENT TO AND DO HEREBY (1) **FOREVER WAIVE, RELEASE AND HOLD HARMLESS** THE EVENT AND EACH AND EVERY EVENT FACILITATOR (AND THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, DEMANDS AND LIABILITIES, OF ANY KIND OR NATURE, WHICH I MAY HAVE OR ACQUIRE (OR MY SPOUSE, MY ESTATE, MY HEIRS, OR ANY OTHER OF MY REPRESENTATIVES MAY HAVE OR ACQUIRE), OR CLAIM TO HAVE OR ACQUIRE, BY REASON OF ANY PERSONAL INJURY, BODILY INJURY, DEATH, PROPERTY DAMAGE AND/OR OTHER LOSS OR DAMAGE OF ANY KIND OR NATURE, FORESEEN OR UNFORESEEN, WHICH I MAY SUFFER OR INCUR, DIRECTLY OR INDIRECTLY, AS A RESULT OF ANY NEGLIGENT ACT OR OMISSION OF OTHERS, INCLUDING ANY EVENT FACILITATOR, OR OTHERWISE IN CONNECTION WITH MY PARTICIPATION IN ANY EVENT ACTIVITY; AND (2) **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** THE EVENT AND EACH AND EVERY EVENT FACILITATOR (AND THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, DEMANDS AND LIABILITIES, OF ANY KIND OR NATURE (including without limitation any wrongful death claim), WHICH I, MY SPOUSE, MY ESTATE OR ANY OTHER OF MY REPRESENTATIVES, OR ANY OTHER PERSON OR ORGANIZATION, MAY HAVE OR ACQUIRE, OR CLAIM TO HAVE OR ACQUIRE, BY REASON OF ANY INJURY, DEATH, LOSS OR DAMAGE OF ANY KIND OR NATURE, FORESEEN OR UNFORESEEN, CAUSED BY OR ARISING, DIRECTLY OR INDIRECTLY, OUT OF ANY NEGLIGENT ACT OR OMISSION OF OTHERS, INCLUDING ANY EVENT FACILITATOR, OR OTHERWISE IN CONNECTION WITH MY PARTICIPATION IN ANY EVENT ACTIVITIES; PROVIDED THAT IN THE CASE OF ANY CLAIMS OR CAUSES OF ACTION BY OR ON BEHALF OF PERSONS OR ORGANIZATIONS OTHER THAN ME, MY ESTATE, MY SPOUSE, MY HEIRS OR ANY OTHER OF MY REPRESENTATIVES, I SHALL BE OBLIGATED UNDER THIS CLAUSE (2) TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE EVENT AND EVENT FACILITATORS ONLY FROM AND AGAINST CLAIMS, CAUSES OF ACTION AND LIABILITIES FOR INJURIES, DEATH, LOSSES OR DAMAGES CAUSED BY ME. I FURTHER AGREE THAT, IN CONNECTION WITH ANY CLAIM AGAINST THE EVENT OR ANY EVENT FACILITATOR FOR WHICH I AM OBLIGATED AS REFERRED TO ABOVE, **I WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS** THE EVENT AND EACH SUCH EVENT FACILITATOR FROM AND AGAINST ANY AND ALL LITIGATION EXPENSES, ATTORNEY FEES, LOSSES, LIABILITIES, DAMAGES, COSTS AND OTHER EXPENSES (INCLUDING INTEREST AND PENALTIES) WHICH THE EVENT AND/OR SUCH EVENT

FACILITATOR MAY INCUR AS A RESULT OF SUCH CLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

I UNDERSTAND THAT THIS AGREEMENT FOREVER WAIVES AND RELEASES LEGAL RIGHTS WHICH I OR MY ESTATE, MY SPOUSE, MY HEIRS AND/OR OTHERS OF MY REPRESENTATIVES, MIGHT OTHERWISE HAVE IN THE CASE OF ANY INJURY, DEATH, LOSS OR DAMAGE, FORSEEN OR UNFORSEEN, WHICH I MAY SUFFER OR INCUR, DIRECTLY OR INDIRECTLY, AS A RESULT OF ANY NEGLIGENT ACT OR OMISSION OF OTHERS, INCLUDING ANY EVENT FACILITATOR, OR OTHERWISE IN CONNECTION WITH MY PARTICIPATION IN THE EVENT ACTIVITIES.

I AM ENTERING INTO THIS AGREEMENT VOLUNTARILY WITH THE UNDERSTANDING THAT IT IS A REASONABLE REQUIREMENT FOR PARTICIPANTS IN THIS AND SIMILAR EVENTS; AND THAT WITHOUT PROVIDING THIS AGREEMENT I WOULD NOT BE ABLE TO PARTICIPATE IN THE EVENT.

In Witness Whereof, the undersigned Participant has executed and delivered this Waiver, Release and Hold Harmless Agreement, intending to be legally bound, this _____ day of _____, 2009.

PARTICIPANT'S SIGNATURE

PARTICIPANT'S PRINTED NAME

PARTICIPANT'S ADDRESS

PARTICIPANT'S TELEPHONE NUMBER AND E-MAIL ADDRESS

WAIVER AND RELEASE BY PARTICIPANT'S SPOUSE

THE UNDERSIGNED SPOUSE OF THE PARTICIPANT, IN CONSIDERATION OF THE OPPORTUNITY FOR THE PARTICIPANT TO TAKE PART IN THE EVENT ACTIVITIES, HEREBY CONSENTS TO THE FOREGOING **WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT, AND FOREVER WAIVES AND RELEASES** ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, DEMANDS AND LIABILITIES WHICH HE OR SHE MIGHT OTHERWISE HAVE OR ACQUIRE IN THE CASE OF ANY INJURY, DEATH, LOSS OR DAMAGE THE PARTICIPANT MAY SUFFER OR INCUR, DIRECTLY OR INDIRECTLY, AS A RESULT OF ANY NEGLIGENT ACT OR OMISSION OF OTHERS, INCLUDING ANY EVENT FACILITATOR, OR OTHERWISE IN CONNECTION WITH THE PARTICIPANT'S PARTICIPATION IN THE EVENT ACTIVITIES.

In Witness Whereof, the undersigned spouse of the Participant has executed and delivered this Waiver and Release, intending to be legally bound, this _____ day of _____, 2009.

SIGNATURE OF PARTICIPANT'S SPOUSE

PRINTED NAME OF PARTICIPANT'S SPOUSE

CONTACT INFORMATION FOR PARTICIPANT'S SPOUSE — ADDRESS, TELEPHONE NUMBER AND E-MAIL

**Washington Island Canoe and Kayak Event
WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT**

THE UNDERSIGNED, _____ (THE "PARTICIPANT") IN CONSIDERATION OF THE OPPORTUNITY TO PARTICIPATE IN THE WASHINGTON ISLAND CANOE AND KAYAK EVENT (THE "EVENT"), HEREBY REPRESENTS, COVENANTS AND AGREES AS FOLLOWS:

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I FULLY UNDERSTAND THAT THE EVENT ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH, AND THE RISK OF DAMAGE TO, LOSS OR DESTRUCTION OF MY BOAT, VEHICLE, EQUIPMENT AND OTHER PROPERTY. THESE RISKS AND DANGERS MAY BE CAUSED BY MY OWN ACTIONS OR OMISSIONS, BY THE ACTIONS OR OMISSIONS OF OTHER PARTICIPANTS OR OF PERSONS NOT PARTICIPATING IN THE EVENT ACTIVITIES, OR BY THE ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, OF PERSONS ACTING FOR OR ON BEHALF OF THE EVENT, INCLUDING WITHOUT LIMITATION GUIDES, INSTRUCTORS AND INDIVIDUAL VOLUNTEERS AND OTHER EVENT FACILITATORS. THE WEATHER AND WATER CONDITIONS IN WHICH THE EVENT ACTIVITIES TAKE PLACE WILL AFFECT THE LEVEL OF RISK AND DANGER, AND I ACKNOWLEDGE THAT I AM PERSONALLY RESPONSIBLE FOR EVALUATING SUCH CONDITIONS AND DECIDING WHETHER TO PARTICIPATE OR NOT, GIVEN THE THEN EXISTING CONDITIONS. THE RISKS AND DANGERS INCLUDE, BUT ARE NOT LIMITED TO, THE POSSIBILITY OF CAPSIZING AND DROWNING OR BEING INJURED ON A SUBMERGED OBJECT OR ANOTHER BOAT, COLD AND HEAT RELATED INJURIES AND ILLNESSES INCLUDING RAPID AND SERIOUS LOSS OF BODY TEMPERATURE (HYPOTHERMIA), HEAT EXHAUSTION, HEAT CRAMPS, SUN STROKE, DEHYDRATION AND SUN BURN. I REALIZE THAT THE RISKS MAY INCLUDE THE NEGLIGENT ACTS OR OMISSIONS OF OTHERS, INCLUDING WITHOUT LIMITATION THE INABILITY OR FAILURE OF PERSONS PROVIDING ME HELP OR ASSISTANCE TO TAKE APPROPRIATE ACTIONS (e.g., negligent rescue). THERE MAY BE OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES NOT KNOWN TO ME OR FORESEEABLE AT THIS TIME; AND I UNDERSTAND AND AGREE THAT THE FOREGOING LIST DOES NOT INCLUDE ALL RISKS AND DANGERS ASSOCIATED WITH SEA KAYAKING AND CANOING EVENTS AND THE EVENT ACTIVITIES.

I AM _____ YEARS OF AGE (at least 16 years or age), NOT MARRIED, IN GOOD HEALTH AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN THE EVENT ACTIVITIES. MY BOAT IS DESIGNED FOR OPERATION UNDER THE CONDITIONS IN WHICH THE EVENT ACTIVITIES WILL OCCUR, AND IS IN GOOD CONDITION. MY BOAT HAS ADEQUATE FLOATATION TO SUPPORT ALL OCCUPANTS IF SWAMPED, AND, IF CAPSIZED, I CAN RIGHT THE BOAT AND MOVE IT TO SAFETY WITHOUT ASSISTANCE. I WILL WEAR A USCG-APPROVED PFD. EVERY OCCUPANT IN MY BOAT WILL ALSO WEAR A USCG-APPROVED PFD. IF I AM PADDLING AN OCEAN KAYAK (SURFSKIS), I MAY CARRY MY USCG-APPROVED PFD WITH A SECURE LINE FROM MY BOAT TO MY PERSON (ANKLE LEASH). I HAVE READ AND FULLY UNDERSTAND AND AGREE WITH THE SAFETY POLICY AND GUIDELINES PUBLISHED FOR THE EVENT AND INCLUDED IN THE EVENT REGISTRATION PACKAGE; AND I WILL AT ALL TIMES DURING MY PARTICIPATION IN THE EVENT ACTIVITIES BE IN FULL COMPLIANCE WITH SUCH SAFETY POLICY AND GUIDELINES.

I UNDERSTAND THAT THE COURSES FOR ACTIVITIES ON THE WATER MAY CROSS SHIPPING LANES, AND THAT I AM RESPONSIBLE FOR YIELDING RIGHT OF WAY TO COMMERCIAL VESSELS IN THE SHIPPING LANES AND ANY POWERBOAT ON THE COURSE. I KNOWINGLY AND VOLUNTARILY FULLY ACCEPT AND PERSONALLY ASSUME ALL RISKS AND DANGERS ASSOCIATED WITH THE EVENT ACTIVITIES, FORESEEN OR UNFORESEEN; AND I KNOWINGLY AND VOLUNTARILY FULLY ACCEPT AND ASSUME SOLE RESPONSIBILITY FOR ANY AND ALL COSTS, LOSSES, LIABILITIES, INJURIES AND EVEN DEATH, WHICH I MAY SUFFER OR INCUR, DIRECTLY OR INDIRECTLY, AS A RESULT OF OR IN CONNECTION WITH MY PARTICIPATION IN THE EVENT ACTIVITIES.

I, FOR MYSELF, MY ESTATE AND MY LEGAL REPRESENTATIVES, HEIRS AND NEXT OF KIN, SUCCESSORS AND ASSIGNS AND ALL THOSE CLAIMING BY OR THROUGH ME (HEREIN REFERRED TO AS "MY REPRESENTATIVES"), CONSENT TO AND DO HEREBY (1) **FOREVER WAIVE, RELEASE AND HOLD HARMLESS** THE EVENT AND EACH AND EVERY EVENT FACILITATOR (AND THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, DEMANDS AND LIABILITIES, OF ANY KIND OR NATURE, WHICH I MAY HAVE OR ACQUIRE (OR MY ESTATE, MY HEIRS, OR ANY OTHER OF MY REPRESENTATIVES MAY HAVE OR ACQUIRE), OR CLAIM TO HAVE OR ACQUIRE, BY REASON OF ANY PERSONAL INJURY, BODILY INJURY, DEATH, PROPERTY DAMAGE AND/OR OTHER LOSS OR DAMAGE OF ANY KIND OR NATURE, FORESEEN OR UNFORESEEN, WHICH I MAY SUFFER OR INCUR, DIRECTLY OR INDIRECTLY, AS A RESULT OF ANY NEGLIGENT ACT OR OMISSION OF OTHERS, INCLUDING ANY EVENT FACILITATOR, OR OTHERWISE IN CONNECTION WITH MY PARTICIPATION IN ANY EVENT ACTIVITY; AND (2) AGREE TO **DEFEND, INDEMNIFY AND HOLD HARMLESS** THE EVENT AND EACH AND EVERY EVENT FACILITATOR (AND THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, DEMANDS AND LIABILITIES, OF ANY KIND OR NATURE (including without limitation any wrongful death claim), WHICH I, MY ESTATE OR ANY OF MY REPRESENTATIVES OR ANY OTHER PERSON OR ORGANIZATION MAY HAVE OR ACQUIRE, OR CLAIM TO HAVE OR ACQUIRE, BY REASON OF ANY INJURY, DEATH, LOSS OR DAMAGE OF ANY KIND OR NATURE, FORESEEN OR UNFORESEEN, CAUSED BY OR ARISING, DIRECTLY OR INDIRECTLY, OUT OF ANY NEGLIGENT ACT OR OMISSION OF OTHERS, INCLUDING ANY EVENT FACILITATOR, OR OTHERWISE IN CONNECTION WITH MY PARTICIPATION IN ANY EVENT ACTIVITIES; PROVIDED THAT IN THE CASE OF ANY CLAIMS OR CAUSES OF ACTION BY OR ON BEHALF OF PERSONS OR ORGANIZATIONS OTHER THAN ME, MY ESTATE, MY HEIRS OR ANY OTHER OF MY REPRESENTATIVES, I SHALL BE OBLIGATED UNDER THIS CLAUSE (2) TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE EVENT AND EVENT FACILITATORS ONLY FROM AND AGAINST CLAIMS, CAUSES OF ACTION AND LIABILITIES FOR INJURIES, DEATH, LOSSES OR DAMAGES CAUSED BY ME. I FURTHER AGREE THAT, IN CONNECTION WITH ANY CLAIM AGAINST THE EVENT OR ANY EVENT FACILITATOR FOR WHICH I AM OBLIGATED AS REFERRED TO ABOVE, **I WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS** THE EVENT AND EACH SUCH EVENT FACILITATOR FROM AND AGAINST ANY AND ALL LITIGATION EXPENSES, ATTORNEY FEES, LOSSES, LIABILITIES, DAMAGES, COSTS AND OTHER EXPENSES (INCLUDING INTEREST AND PENALTIES) WHICH THE EVENT AND/OR SUCH EVENT FACILITATOR MAY INCUR AS A RESULT OF SUCH CLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

I UNDERSTAND THAT THIS AGREEMENT FOREVER WAIVES AND RELEASES LEGAL RIGHTS WHICH I OR MY ESTATE, MY HEIRS AND/OR OTHERS OF MY REPRESENTATIVES, MIGHT OTHERWISE HAVE IN THE CASE OF ANY INJURY, DEATH, LOSS OR DAMAGE, FORSEEN OR UNFORSEEN, WHICH I MAY SUFFER OR INCUR, DIRECTLY OR INDIRECTLY, AS A RESULT OF THE NEGLIGENCE OF OTHERS, INCLUDING ANY EVENT FACILITATOR, OR OTHERWISE IN CONNECTION WITH MY PARTICIPATION IN THE EVENT ACTIVITIES.

I AM ENTERING INTO THIS AGREEMENT VOLUNTARILY WITH THE UNDERSTANDING THAT IT IS A REASONABLE REQUIREMENT FOR PARTICIPANTS IN THIS AND SIMILAR EVENTS; AND THAT WITHOUT PROVIDING THIS AGREEMENT I WOULD NOT BE ABLE TO PARTICIPATE IN THE EVENT.

In Witness Whereof, the undersigned Participant has executed and delivered this Waiver, Release and Hold Harmless Agreement, intending to be legally bound, this _____ day of _____, 2009.

PARTICIPANT'S SIGNATURE

PARTICIPANT'S PRINTED NAME

PARTICIPANT'S ADDRESS

PARTICIPANT'S TELEPHONE NUMBER AND E-MAIL ADDRESS
PARTICIPANT'S EMERGENCY CONTACT INFORMATION

Name _____
Address _____
Telephone _____
e-mail _____

**EXECUTION OF WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT
BY
PARENTS OR GUARDIANS FOR AND ON BEHALF OF PARTICIPANT**

EACH OF THE UNDERSIGNED PARENTS OR GUARDIANS OF THE PARTICIPANT, _____, WHO IS _____ YEARS OF AGE (at least 16 years of age) IS EXECUTING AND DELIVERING THIS WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT FOR AND ON BEHALF OF THE PARTICIPANT, AND HIMSELF OR HERSELF THIS _____ DAY OF _____, 2009, WITH THE UNDERSTANDING AND INTENT THAT THIS **WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT** IS LEGALLY BINDING ON AND ENFORCEABLE AGAINST THE PARTICIPANT AND THE UNDERSIGNED, AND THE RESPECTIVE ESTATES, LEGAL REPRESENTATIVES, HEIRS AND NEXT OF KIN, SUCCESSORS AND ASSIGNS AND ALL THOSE CLAIMING BY OR THROUGH THE PARTICIPANT AND THE UNDERSIGNED. EACH OF THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE/SHE IS THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT AND HAS FULL POWER AND AUTHORITY TO EXECUTE AND DELIVER THIS **WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT** FOR AND ON BEHALF OF THE PARTICIPANT. THE UNDERSIGNED. ALSO, IN CONSIDERATION OF THE OPPORTUNITY FOR THE PARTICIPANT TO TAKE PART IN THE EVENT ACTIVITIES, THE UNDERSIGNED PARENTS OR GUARDIANS OF THE PARTICIPANT HEREBY **FOREVER WAIVE AND RELEASE** ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, DEMANDS AND LIABILITIES WHICH THEY RESPECTIVELY MAY HAVE OR ACQUIRE IN THE CASE OF ANY INJURY, DEATH, LOSS OR DAMAGE THE PARTICIPANT MAY SUFFER OR INCUR, DIRECTLY OR INDIRECTLY, AS A RESULT OF ANY NEGLIGENT ACT OR OMISSION OF OTHERS, INCLUDING ANY EVENT FACILITATOR, OR OTHERWISE IN CONNECTION WITH THE PARTICIPANT'S PARTICIPATION IN THE EVENT ACTIVITIES.

PARENT(S) OR GUARDIAN(S) SIGNATURE(S)

PARENT(S) OR GUARDIAN(S) PRINTED NAME(S)

PARENT(S) OR GUARDIAN(S) ADDRESS(ES)

PARENT(S) OR GUARDIAN(S) TELEPHONE NUMBER(S) AND E-MAIL ADDRESS(ES)