

# PARTICIPATION & INDEMNIFICATION AGREEMENT

I, the participant named below, want to participate in an outdoor activity organized by the Cable Natural History Museum, Inc., a non-profit corporation ("CNHM"), or engage in activities at property owned or controlled by CNHM. In consideration of CNHM allowing me to participate in the activities, by signing below I agree as follows:

**1. Definitions.** As used herein: (a) the term "Activity" means not just the outdoor activity itself that I have selected, but also those activities sponsored, controlled, permitted, facilitated or organized by CNHM (included being facilitated by CNHM providing or renting equipment to me), which I attend or in which I participate on the day of the Activity; (b) the term "Released Parties" means (i) CNHM, (ii) CNHM's officers, directors, employees and agents, and (iii) any person CNHM has agreed to indemnify as to claims made by participants (such as, but not limited to, owners of the property on which the Activity occurs); and (c) the term "Agreements" means this Participation Agreement and the related Waiver & Release of Liability Agreement.

**2. Fitness.** I represent and warrant that I have sufficient experience with outdoor activities, and that I have a sufficient level of fitness and health to participate in the Activity. I confirm I am aware that other groups, businesses or organizations offer less grueling, challenging and risky recreational-activities, than does CNHM.

**3. Equipment.** I acknowledge that it is my responsibility to provide, utilize and maintain the equipment and clothing I bring necessary for my safe participation in the Activities.

**4. Rules.** I accept and shall abide by CNHM's instructions, rules and regulations. I agree to participate so as to neither endanger myself or others. I agree that if I observe any unusual significant hazard related to an Activity, I will remove myself from participation and bring to the attention of CNHM said hazard immediately.

**5. Insurance.** I represent and warrant that I currently have, and shall maintain throughout the time that I participate in the Activity, valid and sufficient insurance (be it medical, accident, disability or life insurance) to protect my and my family's interests, or if I do not, that I hereby waive the opportunity to obtain such. I acknowledge CNHM is not an insurance company, and that no one has represented to me that CNHM has obtained insurance that would provide coverage to me if I am injured while participating in an Activity.

**6. Outdoor Activities and Risk.** Outdoor activities such as are organized, facilitated or enabled by CNHM are enjoyed by millions of people worldwide. Such activities offer participants exercise, and an opportunity to develop skill, and to test one's abilities. Outdoor activities are generally not done in a man-made environment, and thus involve unique and varied risks. Such activities attract participants because of unique experiences involved, the novelty of the environment, and the elements of fun, skill and physical and mental challenges resulting, in part, from the wildness of the setting and the risks involved. CNHM is endeavoring to provide opportunities for outdoor experiences, but wants you to understand that while some of the unwanted risks of outdoor activities can be eliminated, the very nature of outdoor activities makes it impossible, and undesirable, to eliminate all of the risks involved – thus injuries can and do result from such risks of participation. CNHM wants you to understand that outdoor activities involve some inherent level of danger and that injuries can and do occur.

**7. Indemnification.** I agree to be responsible for bearing any and all costs, expenses and damages sustained by me (or those who depend upon me, or who are responsible for me) that arise out of or related to any claim released by the Agreements. As such, I hereby agree to HOLD HARMLESS, DEFEND and INDEMNIFY the Released Parties (that is, defend and pay any judgments or costs, including investigation costs and attorneys' fees) from any and all claims of mine—and of any spouse, parent, guardian, child, heir, representative or assign of mine—arising from loss or damages (be it property or personal-injury related) due to my attendance at or participation in an Activity.

**8. Media Release.** I hereby grant my permission to CNHM (and any of its assigns) to use, print, photograph, modify and/or record me or my child for use in audio, video, film or any other electronic, digital or print media.

**9. Choices.** I enter into these Agreements by my own free will, and acknowledge that I have choices relating to participating or not participating in the Activity. I acknowledge that if I do not want to accept the terms offered in these Agreements, I can choose to forgo participating in the Activity, and choose to participate in some other activities.

**10. Binding Effect.** I intend these Agreements to be binding upon me, and any spouse, parent, guardian, heir, executor, assigns or successor of mine (collectively, "Successors"). To the extent I have the authority to waive or release any claim that may in the future belong to any Successor arising out of or relating to my participation in or attendance at the Activity, I hereby, by these Agreements, waive and release such claims.

**11. Truth.** I represent and warrant that I have read these Agreements, and understand them, and that the information I provide as part of the registration process for the Activity is true.

**12. Where Disputes Will Be Resolved; Applicable Law.** Any controversy or claim relating to the enforceability of these Agreements, or in any way relating to my attendance at or participation in the Activity, shall be solely and exclusively resolved in the Circuit Court of Bayfield County, Wisconsin. I waive any objections I might have to that venue or that court exercising personal jurisdiction over me. I agree that the internal laws of Wisconsin control the interpretation and enforcement of these Agreements (unless admiralty law applies).

**13. Severability.** These Agreements are intended to be as broad and inclusive as permitted by applicable law, and if any portion of these Agreements are held invalid or void, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

**14. Entire Agreement.** As to any claim arising out of or related to my attendance or participation in the Activity, these Agreements collectively: (a) supersede any previous oral or written promises or agreements; and (b) are not the result of or modified by any oral representations or statements of any agent or employee of CNHM. These Agreements contain the only agreements between the parties regarding the topics covered in these Agreements, and may only be modified or terminated in a writing signed by myself and CNHM.

**PLEASE READ ALL OF THE ABOVE BEFORE YOU SIGN BELOW**

Participant's Name \_\_\_\_\_ Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_  
(If the participant is less than 18 years of age as of the date of this Agreement, then a parent or legal guardian must enter into this agreement on behalf of the participant by signing below.)

**Parent or Guardian's Consent, Representations and Agreements (including Indemnification Agreement)**

I, the person signing below, represent and agree that: (1) I have the legal right to enter into the above Participation & Indemnification Agreement ("PAIA") on behalf of the minor participant (the "Participant") (2) I hereby enter into the above PAIA on behalf of myself and on behalf of the Participant; (3) I agree to HOLD HARMLESS, DEFEND and INDEMNIFY the Released Parties from any and all claims of mine – and any spouse, heir, representative or assign of mine – arising from loss or damages (be it property or personal-injury related) due to the Participant's attendance at or participation in the Activity.

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_ Relationship \_\_\_\_\_

# WAIVER & RELEASE OF LIABILITY AGREEMENT

I, the participant named below, want to participate in an outdoor activity organized by the Cable Natural History Museum, Inc., a non-profit corporation ("CNHM"), or engage in activities at property owned or controlled by CNHM. In consideration of CNHM allowing me to participate in the activities, I agree as follows:

**1. My Knowledge of Risks.** I know that outdoor activities carry a risk of personal injury. I know that anytime one is around water, there is a risk of drowning. I know there are natural, man-made, weather, mechanical and environmental conditions and risks (including the risk of such things as tick-borne diseases or blastomycosis) that, independently or in combination, can result in participants in outdoor activities sustaining injury (including permanent disability or paralysis), or in rare situations, sustaining injuries that result in death. I know that products provided or rented to me by CNHM may also result in injuries. I have either familiarized myself with the Activity location or hereby voluntarily forgo that opportunity.

**2. Definitions.** As used herein: (a) the term "Activity" means not just the outdoor activity itself that I have selected, but also those activities sponsored, controlled, facilitated or organized by CNHM (included being facilitated by CNHM providing or renting equipment to me), which I attend or in which I participate on the day of the Activity; and (b) the term "Released Parties" means (i) CNHM, (ii) CNHM's officers, directors, employees and agents, and (iii) any person CNHM has agreed to indemnify as to claims made by Activity participants (such as, but not limited to, owners of the property on which the Activity occurs).

**3. My Acceptance of Risks.** I hereby accept and assume all risks associated with attending and/or participating in the Activity, and I acknowledge that I alone am responsible for my personal safety. I agree to accept all responsibility for the risks, conditions and hazards which may exist during or related to the Activity, whether or not I at this time know of or foresee the specific risk, condition or hazard that results in injury.

**4. Waiver; My Responsibility for Injury Costs.** I hereby WAIVE ALL CLAIMS (except as expressly indicated in this paragraph) against any of the Released Parties, for any personal injury and/or death I sustain, which claims arise out of or relate to my attendance at or participation in the Activity. I specifically

RELEASE and DISCHARGE, in advance, the Released Parties from any and all liability that may arise out of any Released Party's NEGLIGENCE or carelessness in association with the Activity (including but not limited to negligent rescue attempts) but I do not by this Agreement waive, release or discharge any claims for harm caused by a Released Party intentionally or recklessly. As to any claim released hereby, I AGREE NOT TO SUE any of the Released Parties for such released claims. I agree to be personally responsible for any costs, expenses or damages arising out of or related to such released claims.

**5. Bargaining/Negotiation.** I acknowledge that: (a) I have the opportunity if I so choose to bargain for or negotiate the terms of this Agreement; (b) if I desire to take advantage of the opportunity to bargain for or negotiate terms different from those set forth in this Agreement (including the fee I pay to participate in the Activity), I shall contact the Museum Director of CNHM before I indicate my consent to this Agreement; and (c) if I indicate to CNHM that I am unwilling to enter into this Agreement, the entrance fee I will be asked to pay to participate in this Activity shall increase. I further acknowledge that to be effective any changes to the terms of this Agreement (including the entrance fee I pay to participate in the Activity) must be approved in a written document signed by the Museum Director of CNHM. If I choose to consent to this Agreement without modification, I hereby waive my right to bargain for or negotiate the terms of this Agreement.

**6. My Related Acknowledgments.** I further acknowledge and represent that: (a) I have read this Agreement and the Participation & Indemnification Agreement; (b) I understand this Agreement; (c) I understand that by indicating my consent below I am giving up important legal rights that I might otherwise have; and (d) I am entering into this Agreement and choosing to participate in the Activity without compulsion, and by my own free will.

**THIS IS A WAIVER & RELEASE OF LIABILITY AGREEMENT:  
PLEASE READ ALL OF THE ABOVE BEFORE YOU INDICATE YOU AGREE TO IT, BY SIGNING BELOW.**

Participant's Name: \_\_\_\_\_ Participant's Signature: \_\_\_\_\_  
(Print Clearly)

**MINOR PARTICIPANT.** If the participant is currently a minor, the minor participant need not sign above, and by signing below: (1) the parent or legal guardian of the minor is entering into this Agreement on the minor's behalf; and (2) the parent/guardian hereby waives all claims (including claims for NEGLIGENCE) the parent/guardian may in the future have, which by law can be waived, arising out of or related to the minor's participation in the Activity.

Parent/Guardian's Name: \_\_\_\_\_ Parent/Guardian's Signature: \_\_\_\_\_  
(Print Clearly)