WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(Important Document--READ CAREFULLY)

_____ desires to rent, operate, ride on and/or use in some manner
{Print Name}
one or more motorized boat(s),canoe(s), paddleboat(s), kayak(s) and/or paddleboard(s) from the Oconomowoc Lake Club and participate in activities involving these pieces of water equipment (hereinafter "the activity"). The undersigned understands the nature of the activity and acknowledges that there are dangers and risks of injury inherent with the use of this equipment and the activity, but still desires to participate in the activity. The undersigned also acknowledges the risks of injury incidental to the activity, whether occurring prior to, during, or subsequent to the activity including, but not limited to, the risk of being injured before, during or after the activity.

The undersigned, for and in consideration of the opportunity to participate in the activity and for other good and valuable consideration, does hereby fully **waive, release, acquit** and **discharge** the Oconomowoc Lake Club, its shareholders, officers, employees, agents, insurers and all other persons, corporations, associations, or partnerships (hereinafter collectively referred to as "Oconomowoc Lake Club") from any and all future claims, liability, causes of action, demands, damages, expenses, costs, compensation, lost wages, loss of service and claims for loss of consortium, which the undersigned may hereinafter incur as a result of or incidental to any personal injury or damage caused by participation in the activity, and alleged to be caused in whole or in part by negligence of the Oconomowoc Lake Club, including but not limited to negligent maintenance of the equipment, negligent training or supervision, negligent control of equipment or premises, failure to warn and negligent failure to control, train or supervise others. The undersigned is waiving and releasing Oconomowoc Lake Club from all negligence in any way related to the activity. It is the intent of the undersigned to release the Oconomowoc Lake Club from all claims of negligence. It is expressly understood by the undersigned that by signing this release, the undersigned is not releasing claims for intentional or reckless acts.

The undersigned knowingly and freely assumes all such risks, known and unknown, relating to participating in or being a spectator of the activity.

FURTHER AND BY WAY OF INDEMNITY, the undersigned hereby expressly understands and agrees to indemnify and hold harmless the Oconomowoc Lake Club against any and all costs or expenses, including attorney fees, incurred by the Oconomowoc Lake Club, as a result of any accident, injury or property damage which might occur to the undersigned as a result of participating in or being a spectator of the activity.

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned and that this release contains the entire agreement between the parties hereto and that the terms of this release are contractual and not a

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(INITIALS)

mere recital. The undersigned further acknowledges the Oconomowoc Lake Club's willingness to bargain regarding the terms and conditions of this agreement, and to further discuss and provide answers to the undersigned's inquiries prior to entering into this agreement. The undersigned has not identified any different or additional terms for this Agreement that he/she wishes for the Oconomowoc Lake Club to consider prior to participating in this activity.

If any portion of this agreement is held to be invalid, it is agreed that the balance shall continue in full legal force and effect. The undersigned agrees that Wisconsin law shall apply to this Agreement and that any action concerning this Agreement shall be venued in Waukesha County Circuit Court.

THE UNDERSIGNED HAS READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT, FULLY UNDERSTANDS IT AND THE SIGNIFICANCE OF THE LEGAL RIGHTS THAT ARE BEING WAIVED, AND VOLUNTARILY SIGNS THIS AGREEMENT. IF THE PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE, THE SIGNATURE OF A PARENT OR GUARDIAN OF THE PARTICIPANT IS ALSO REQUIRED BELOW.

Dated: _____, 20_____.

I have read this Agreement in full and have no questions regarding its terms or enforceability.
☐ check box

_____ _____
Printed Name Signature

I, AS PARENT OR GUARDIAN OF THE ABOVE-NAMED PARTICIPANT, HEREBY GIVE MY PERMISSION FOR MY CHILD OR WARD TO PARTICIPATE IN THE ACTIVITY, AND FURTHER, IN CONSIDERATION OF THE OPPORTUNITY TO PARTICIPATE IN THIS ACTIVITY, AGREES INDIVIDUALLY AND ON BEHALF OF MY CHILD OR WARD, TO THE TERMS OF THE ABOVE WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT.

Dated: _____, 20_____.

_____ _____
Printed Name Signature of Parent/Guardian