



IMPORTANT: THIS IS a LEGAL DOCUMENT – A RELEASE of LIABILITY

Please read and understand this document before signing. If you have any questions, please ask us or consult an attorney.

You are giving up specific legal rights by signing this contract.

Cable Natural History Museum, Inc., its employees, agents, directors, officers, sponsors, advertisers, volunteers, contractors and subrogors (hereinafter the Museum) have done everything possible to ensure that you have a rewarding experience. We wish to inform you that exploring and learning about the outdoors (hereinafter “Exploring the Outdoors”) are not risk free. The same elements that contribute to the unique character and fun of Exploring the Outdoors, such as the physical exertion or the settings, can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma, or death. We do not want to reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of the possible risks. We ask that you read this, sign it, and return it to our office or your program leader.

EXPRESS ASSUMPTION OF THE RISK

There are risks that accompany all aspects of life, including Exploring the Outdoors. Some of these risks are inherent in the activity; some are changed, increased or decreased due to the activities of the Museum. You and your minor children must understand and accept all the risks of the activity, inherent and others. By understanding these risks, the trip will be more enjoyable.

Children enjoy life. In that process, children fall down, get back up and keep having fun. Sometimes, though, a child might not get back up as quickly or bounce back as fast. As a parent you know there is no way to prevent a child from falling down or getting hurt. The Museum and its staff will do the best job we can to help your child bounce back and enjoy the activity. However, you need to acknowledge and understand that no matter how much risk management we do; sometimes a child can get hurt.

Exploring the Outdoors is the opportunity for a child or adult to experience new games, sports, activities, friends, and nature. There is no way that the Museum can list all the risks of these activities or the outdoors. It is your responsibility to familiarize yourself with the risks to ascertain that you, and your child are willing and able to accept those risks. The following is a review of the partial risks that your child may encounter. Please review these and talk to Museum staff or others if you have questions.

You understand we are going to enter the habitat of wild animals and plants while Exploring the Outdoors. You and your child agree to respect the environment and allow wildlife a substantial buffer unless otherwise instructed by the Museum. You understand that you must obey the directions of staff and leave the area in as pristine condition as possible. Annoying, chasing or harassing wildlife is illegal and may permanently injure them. Do not feed the wildlife. Federal laws protect threatened and endangered species. Harming a threatened or endangered species in any way may subject you to fines and criminal imprisonment. Do not catch or attempt to catch any animal unless encouraged to do so by the Museum, and you feel comfortable with the contact. Animals bite, scratch, peck and claw, which may cause serious injury and infection. Ticks and mosquitoes now carry potentially dangerous and debilitating diseases. Use appropriate measures, such as repellents and protective clothing, to avoid being bitten by them. Talk to the staff about dealing with specific animals that may cause major threats to your safety.

Boating and Exploring the Outdoors are fun and exciting. However, when you are on or around water, there are many risks. The trip may include rapids. Boaters can be jolted, bounced, and otherwise shaken during travel through these rapids. It is possible you could be injured if you hit equipment or other objects while upright or upside down. Equipment may break or malfunction and cause loss of property or injury. Boats may turn over in the rapids or in flat water, or participants may enter the water, causing prolonged exposure to cold water leading to hypothermia, injury, or death. Injuries may be sustained from the riverbed or suspended objects in the water. Drowning is a possibility whenever you are around water.

Accidents can occur while entering or exiting the boat, canoe, kayak, tube, or pontoon boat. You might injure yourself by falling against some object in or around the boat, or on the shore. Boating requires physical exertion and effort. You might trip over rocks, stumps, or other debris on shore while trying to hold the boat or tie it to a suitable object on shore. As a paddler, you will be totally responsible for your own movement and safety while on the river. This requires physical exertion as well as emotional and mental stability. You will be primarily responsible for your own rescues. The Museum may not be available to assist you in a rescue due to the inherent nature of the activity.

Sweepers and strainers are trees that have fallen on the river. The trunk of the tree will float, forcing objects in the river to flow under the trunk. The branches of the tree then capture and hold objects while allowing the water to flow through. People who are forced under a strainer may be trapped between the tree and the force of the water, resulting in death by drowning.

Sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, wind, rain, and being in the open for the extended length of the program may be uncomfortable or cause injury or illness. Accidents may occur during travel to and from the Exploring the Outdoors activity site. Some participants may suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible injuries, illness, or accidents that may occur while Exploring the Outdoors. Most of these injuries are rare, and you are not likely to encounter them. However, they have occurred, and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are not physically able to undertake the activity, have pre-existing health conditions, or are using drugs or alcohol.

You certify that you have reviewed this document with your family. You certify that you have examined the Museum website and looked at the information and risks posted at www.cablemuseum.org. You certify that your family, including minor children

PLEASE READ OTHER SIDE

Water-based Activity Release Form Cable Natural History Museum

and yourself, are fully capable of participating in Exploring the Outdoors. You state that you have read the above description of possible risks. Therefore, you assume full responsibility for yourself, your family and minor children, for bodily injury, death, loss of personal property and any expenses incurred as a result of **your negligence, the negligence of your family, or the negligence of the Museum**. You hereby **expressly consent and assume all risks of the activity** for yourself and your family, including the risks associated with traveling to and from the activity. You also understand that the Museum reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in the Exploring the Outdoors. Your family and you are in good physical condition and able to undertake this activity. You understand and agree that this is a voluntary activity, and you are doing so for recreational purposes and do so voluntarily. If you are a Parent you also agree to read and to explain to any minor all posted signs and warnings, including instructions on use of equipment, as well as the risks outlined in this agreement. You and your child agree to obey all posted signs and warnings and to obey instructions from staff.

CONTRACT, WAIVER, RELEASE, AND INDEMNIFICATION

You waive any legal right to any claim and agree to **indemnify and hold harmless** the Museum, its agents, and employees from all claims, damages, losses, injuries, and expenses resulting from your family’s or your participation in these Activities for all past, present or future claims, demands, and causes of action. You agree that the Museum has a **subrogation/right to indemnification** for your actions based on any permit, grant, contract or agreement with third parties. You further **agree to release, acquit, and covenant not to sue** the Museum, their agents, and employees for all actions, causes of action, past, present or future claims or damages, damages in law or remedies in equity of whatever kind, including the **negligence of the Museum, negligence of another participant**, or your family, yourself, or your heirs, against the Museum arising out of participation in this program. This agreement covers the incidental transportation to and from the recreation location. **In short, you cannot sue the Museum or anyone else for any reason if you or your family or minor child receives an injury. If you do, you cannot collect any money.**

This release shall not be superseded by any other agreement, nor shall this release supersede any agreement, whether there is any perceived inconsistency or not. You agree to **indemnify, agree to subrogation** and to **reimburse** the Museum for any damages, costs, fees or expenses they expend on you or your family's behalf, including the cost of any Search and Rescue or for any damages you may do to third parties. You understand this means you are the insurer for the Museum for any actions or damages you or your family may incur.

You agree to the site of any lawsuit and the law governing any such lawsuit shall be **Bayfield County Wisconsin** and governed by **Wisconsin law** no matter the perceived or actual difficulties, deprivation of a meaningful day in court, or the harm to either party’s case or trial in Bayfield County Wisconsin applying Wisconsin Law. You understand that there are no extraordinary circumstances that would change that legal issue, the site of the lawsuit or law to be applied in this matter. The terms of this agreement shall continue and be, in effect, after Exploring the Outdoors has ended. No change to this document is valid. You understand that Exploring the Outdoors is not a necessity nor required for everyday life. If you do not want to sign this release, you understand you cannot go to Exploring the Outdoors. If you do not sign this release, you are free to go to Exploring the Outdoors with other companies.

You have adequate health, disability, and life insurance for your family and yourself. You hereby give permission for transportation to any medical facility, hospital, and you authorize for any qualified guide or medical personnel to render necessary emergency medical care for you or your family. You hereby authorize the release of any medical information, including information concerning your HIV or “Aids” status, in the possession of the Museum, to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse, or other such person rendering care on your behalf. You hereby waive any action or claim against the Museum or any health care provider, hospital, doctor, nurse or first aid provider for the release of this medical information, including your HIV or “Aids” status.

You, of your own free will, for your family, your minor children, your heirs and executors and yourself, have read, understand and acknowledge the risks and liability for yourself and your family. You acknowledge that you have received a copy of this document if you want one. You understand and agree that under state and Federal law; there is no difference between signing this electronically or in writing.

You Have Read and Understood this Agreement. You are Voluntarily Signing this Agreement. You understand you are giving up certain legal rights. By signing this you understand you cannot sue for any reason. If you do sue you cannot collect any money. If you sue and lose you will owe us money.

PARTICIPANT SIGNATURE

PRINTED NAME

PARENT SIGNATURE

PRINTED NAME

ADDRESS

CITY, STATE POSTAL CODE

DATE

TELEPHONE

PLEASE READ OTHER SIDE