

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)