

## **RELEASE AND WAIVER OF LIABILITY**

The undersigned adult participant and/or minor participant, by and through his or her parent or legal guardian (collectively the "Participant") desires to enter the facility located at 790 Markham Drive, Pulaski, WI 54162 (the "Facility") to participate in activities, including but not limited to, programs, training, courses, classes, athletic or social events, or other similar activities. The Participant hereby agrees to the terms and conditions as stated in this Release and Waiver of Liability (the "Release") executed on the date stated below.

WHEREAS, the Participant understands and acknowledges that there are serious risks inherent in the Participant's use of the Facility, including, but not limited to personal injury, damage to property, and death (hereinafter referred to as the "Risks"); and

WHEREAS, the Participant acknowledges that the Risks may be caused by the condition of the Facility, the Participant's own actions or inactions, the actions or inactions of the "Releasees," defined below, and the actions or inactions of others using the Facility.

NOW, THEREFORE, in consideration of the Participant being granted permission by the owner of the Facility, CLT Countryview Properties, LLC ("CLT Countryview") to use the Facility, now and in the future, the Participant accepts and assumes complete and absolute responsibility for all Risks encountered by the Participant as a result of the Participant's presence in, and use of, the Facility. The Participant agrees to release, hold harmless and indemnify CLT Countryview, and its employees, agents, assigns, owners, affiliates, contractors, officers, directors, sponsors, and insurers (collectively the "Releasees") from any and all actions, suits, losses (economic or non-economic), damages, claims, judgments, costs and expenses, including reasonable attorney fees, that may result from any personal injury, property damage, or death which the Participant may sustain while within, on or using the Facility, even if the injury, damage, or death is caused by the negligent act or omission of the Releasees or their agent, or agents. The Participant's release of liability, set forth herein, shall be a full and final compromise and settlement of any claims or any injury, damage, or death suffered by the Participant as a result of the Participant's use of, or presence on or within, the Facility. Nothing in this Release shall be construed as a release, discharge, or waiver of any claim that the Participant may have for reckless or intentional acts of the Releasees or their respective agents.

In addition, the Participant further agrees to indemnify and hold harmless the Releasees from any and all actions, suits, losses (economic or non-economic), damages, claims, judgments, costs and expenses, including reasonable attorney fees, that may result from any personal injury, property damage, or death which any other persons may sustain as a result of the Participant's conduct during or relating to its use of the Facility.

The Participant agrees that if any portion of this Release is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This Release shall be construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin and any legal proceeding initiated shall be brought in the forum of the Circuit Court of Brown County, Wisconsin.

The undersigned parent or legal guardian who signs this Release on behalf of a minor hereby acknowledges that he or she has the legal capacity and authority to act on behalf of said minor to legally bind said minor to the Release. Further, the parent or legal guardian who signs this Release on behalf of a minor agrees to indemnify and hold harmless the Releasees from any and all actions, suits, losses (economic or non-economic), damages, claims, judgments, costs and expenses, including reasonable attorney fees, as a result of the insufficiency of legal capacity or authority to act on behalf of said minor in the execution of this Release.

The Participant has read and understands this document and enters into it on behalf of the Participant and the Participant's family, spouse, heirs, executors, administrators, successors and assigns, and anyone acting on the Participant's behalf, including attorneys, agents, insurers and representatives. The Participant also acknowledges that the Participant has had sufficient time to read this document, has had the opportunity to consider the consequences of signing this Release, and has had an adequate opportunity to ask questions regarding this Release.

Date: \_\_\_\_\_

Participant/Parent/Legal Guardian Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name of Minor: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_