

[PART III] Acknowledgment and assumption of risks

I, the Participant (adult or minor) and the parent or guardian of a minor Participant, understand the nature of the services of Provider and other activities which occur, and their risks. I acknowledge and expressly assume all risks of the activities, whether or not described above, known or unknown, and inherent or otherwise. I take full responsibility for any injury or loss, including death, which I, or the minor child for whom I sign, may suffer, arising in whole or part out of such activities.

[PART IV] Agreement of Release and Indemnification, and Additional Provisions

If I am an adult participant, or the parent or guardian of a minor Participant, I agree, for myself and on behalf of the minor Participant for whom I am signing, as follows:

I release **KOSIR'S RAPID RAFTS INC.**, its employees, contractors, volunteers, directors and owners ("Released Parties") from any and all claims of injury or loss which I, or the minor child for whom I sign, may suffer arising out of or in any way related to my, or the child's enrollment in or participation in the activities of Provider or the use of its equipment. Neither I, the minor child, nor anyone acting on our behalf, will bring suit or otherwise assert any such claims against a Released Party.

I will indemnify (that is, defend and satisfy by payment or reimbursement including costs and attorney's fees) each Released Party from any claim of liability, including one brought by or for a minor child whom I sign, a co-participant in any of the activities of Provider, a rescuer, a member of my, or the minor child's family, or anyone else asserting a loss arising out of or on any way related to my, or the child's enrollment in or participation in the activities of Provider or the use of its equipment.

The agreements of release and indemnification above include claims arising whole or in part from negligent (but not grossly negligent, reckless or intentionally wrong) acts or omissions of Released Parties or any of them, and all other claims, including for personal injury, wrongful death, property damage, products liability (including strict liability), breach of contract or warranty, or otherwise. The agreements are intended to be enforced to the fullest extent allowed by law, and to be binding on me as Participant and on me as parent or guardian of a minor Participant, individually and on behalf of the minor whom I sign.

[PART V] Additional Provisions

I authorize Provider to provide or obtain for me, or the minor child for whom I sign such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such care and related transportation. Any dispute between Provider and me or the minor child for whom I sign will be governed by the substantive laws of the State of Wisconsin (not including the laws which might apply the laws of another jurisdiction), and any mediation or suit shall take place only in that State, in the County of Marinette. If the dispute cannot be resolved by mutual agreement, I agree to submit it to a mediator recognized by the Courts of that State and County. I agree to pay all costs and attorney's fees incurred by Provider in defending a claim or suit brought by me or on behalf of the minor for whom I sign, if the claim or suit is withdrawn or the extent a court or mediator determines that Provider is not responsible for the claimed injury or loss.

[PART VI]

This agreement is entered into voluntarily, and after careful consideration. Its terms cannot be amended except in writing. I understand that it is binding, to the fullest extent allowed by law, upon all persons signing below, our respective heirs, executors, administrators, wards, minor children (whether or not they are Clients) and other family members. If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.

I, and the minor child for whom I may sign for, read and understand the English language. I or the minor child for whom I sign shall be responsible for the return of all equipment supplied by the Provider in the same condition that existed at the time of taking possession of said equipment and that no intoxicating liquor or other illegal drugs shall be taken or consumed during said trip.

Rafter sign here: _____ Age: _____ Date of trip: _____

Parent or Legal Guardian sign here: _____ Age: _____ Date: _____

Group Leader sign here (when parent is not present, Parent signature is still required above): _____