Madison Log Rolling RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being permitted to enroll and participate in log rolling and/or boom running for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the Madison Log Rolling LLC and/or Madison Parks, without respect to location, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges agrees and represents that he or she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities or the affiliated program. IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE MADISON LOG ROLLING PROGRAM FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERCATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH MADISON LOG ROLLING OR MADISON PARKS, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

- 1. THE UNDERSIGNED HEREBY RELEASES, WAIVES DISCHARGES AND COVENANTS NOT TO SUE MADISON LOG ROLLING LLC, its directors, officers, employees, and agents (hereinafter referred to as "releases") from all liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with MADISON LOG ROLLING, without respect to location.
- 2. THE UNDERSIGNED HEREBY AGREES TO IMDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon or about the MADISON PARKS premises or in any way observing or using any facilities or equipment of MADISON LOG ROLLING or participating in any program affiliated with MADISON LOG ROLLING or MADISON PARKS whether caused by the negligence of the releases or otherwise.
- 3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence or releases or otherwise while in, about, or upon the premises of the MADISON LOG ROLLING and MADISON PARKS and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the MADISON LOG ROLLING LLC.

THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER, and INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Wisconsin, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Date

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I HAVE READ AND UNDERSTAND THE TERMS OF THIS RELEASE.

Print name of Participant Participant/Parent or Guardian signature (if participant is a minor)