

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of Fishing for the Heart, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in capacity on their behalf (hereinafter collectively referred to as “ ”), I hereby agree to release and discharge Fishing for the Heart, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that Fishing for the Heart entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
The risks include, among other things: Collision with other boats, vehicles, the walls or other fixed objects; falling down; my own equipment failure or the failure of other’s equipment; my own or other’s negligence; objects or conditions on the boat or dock surface that may cause me to fall; broken bones; sprains; head, neck and back injuries; abrasions; and bruises.
Furthermore, Fishing for the Heart employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant’s fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Fishing for the Heart from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Fishing for the Heart’s equipment or facilities, **including such Claims which allege negligent acts or omissions of** _____.
4. Should Fishing for the Heart or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against Fishing for the Heart, I agree to do so solely in the state of Wisconsin, and I further agree that the substantive law of that state shall apply in this action without regard to the conflict of law rules of that state.
7. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

By signing this document, I agree that if anyone hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against _____ on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____ Print Name _____

Address _____ City _____ State _____ ZIP _____

Phone with area code (_____) _____ Date _____

PARENT’S OR GUARDIAN’S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor’s name) (“Minor”) being permitted by _____ to participate in its activities and to use its equipment and facilities. I further agree to indemnify and hold harmless from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian _____ Print Name _____ Date _____

(If notarization is necessary, please sign & stamp this side of form.)

If injured, to which hospital would you like conveyance? _____