

GOOD FOR ENTIRE 2020 SEASON PARENT/GUARDIAN WAIVER AND
RELEASE OF LIABILITY AND PERMISSION FORM
(THIS FORM IS FOR MINORS 12-17 ONLY)

I hereby grant permission for my child or children to participate in rafting, tubing, or kayaking, and, in consideration of the provision of the opportunities to participate in such activities and the provision of services and/or certain equipment to facilitate participation, I hereby agree as follows on my behalf and on behalf of my child: I fully understand and acknowledge that:

- (a) risks and dangers exist by virtue of the nature of the activities of rafting, hiking, kayaking, camping, canoeing, in my child's use of rafting, tubing, or kayaking equipment and my child's participation in rafting, tubing, or kayaking activity;
- (b) such activities, my child's use of such equipment and/or participation in such activities may result in illness or injury or death or damage to personal property and
- (c) these risks and dangers may be caused by other participants, or by accidents, of forces of nature, or other causes.

Risks and dangers, may arise from foreseeable or unforeseeable causes including, but not limited to, selection of trail or river route, water level, current, under water hazards, weather conditions, risks of overturning or falling out of a raft, kayak or tube, and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, water, outdoor, or recreational environment.

I hereby knowingly and voluntarily accept and assume these risks and dangers and the risks of illness, injury or death or damage to personal property on my behalf and on behalf of my child. I have been advised that my child must wear an approved personal flotation device at all times while on the water. I affirm that my child will not be under the influence of alcohol or controlled substance, and will not carry, use or consume these substances before or during her/his scheduled activities.

Any claims or dispute arising from the activities, my child's participation in The Orenda Creations LLC (herin "Zodiac" activities or use of equipment shall be subject to resolution in the jurisdiction and venue of the circuit court in the county of Washington in the state of Wisconsin.

I understand that my child must be in good physical condition to participate in the activities. My child is in good health and is at or above the minimum age stated in advertising for each activity in which he/she will participate. I understand that strenuous physical exertion may be required and my child has no known physical disabilities or health problems, which will present any risk to his/ her participation in the activities. Zodiac recommends that my child receive a physical examination before participating in the activities. Zodiac, at its sole and absolute discretion, reserves the right to request a certificate of good health and fitness from a licensed physician before allowing participation by my child. If my child does not provide such a certificate when requested, Zodiac, at its sole and absolute discretion, reserves the right to refuse to allow my child's participation in any classes, training or activity, even if I or my child has already made

payment for participation in accordance with this agreement: provided, however, Zodiac has no responsibility to request a physicians certificate from any child or student, and shall incur no liability whatsoever as a result of its failure to do so.

I, on my behalf, on behalf of my child and my and his personal representatives, executors and heirs, release and agree to indemnify, defend and hold harmless Zodiac, its members, directors, officers, employees, instructors and agents (“The Releases”) from any and all injuries, losses or liabilities incident to my child's involvement or participation in these programs as provided above to the fullest extent permitted by law (The “Release and Indemnity”) this release and indemnity shall include, but not be limited to, all injuries, losses or liabilities of whatever nature incurred or sustained to me, my child or property as a result of the negligence of the releases.

I permit the use of any photos, slides, film, or sketches of him/her taken during the days activities for publicity, advertising, promotion or other commercial purpose. This agreement constitutes the entire agreement of the parties, is signed under seal, and shall be binding on my and his heirs, successors, assigns, administrators and executors.

___ YES ___ NO

I authorize my child to participate in aforementioned activities when I am not present (child must be at least 16 years of age to kayak without their parent or guardian present with this signed waiver).

I HAVE READ THE ABOVE, UNDERSTOOD IT, AND BY SIGNING IT AGREE TO ITS TERMS. I ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO ASK QUESTIONS ABOUT THE AGREEMENT AND ITS TERMS AND HAVE BEEN AFFORDED THE OPPORTUNITY TO CONSULT MY OWN COUNSEL WITH REGARD TO IT, ITS TERMS, ITS SCOPE AND ITS MEANING.

GOOD FOR ENTIRE 2020 SEASON

STREET ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
PHONE: _____

NAME OF CHILD
1. _____ DOB _____

CHILD SIGNATURE
1. _____
DATE _____

PARENT/GUARDIAN NAME (PRINT): _____

PARENT/GUARDIAN SIGNATURE _____
(I HAVE READ AND AGREE TO THE ENTIRE CONTRACT)