

WAIVER OF LIABILITY

BEFORE SIGNING THIS WAIVER OF LIABILITY, READ THIS ENTIRE DOCUMENT VERY CAREFULLY. IF AN ACCIDENT WERE TO OCCUR, THEN YOU WOULD BE GIVING UP LEGAL RIGHTS THAT YOU MIGHT OTHERWISE HAVE BY SIGNING THIS WAIVER OF LIABILITY. IF YOU DO NOT UNDERSTAND ANYTHING IN THIS DOCUMENT, OR IF YOU OBJECT TO ANY PROVISION CONTAINED IN THIS DOCUMENT, YOU SHOULD NOT SIGN THIS DOCUMENT AS IT IS DRAFTED, BUT RATHER SEEK ADVICE FROM YOUR LEGAL COUNSEL. REQUESTS FOR MODIFICATIONS MAY BE DIRECTED TO THE VILLAGE ADMINISTRATOR'S OFFICE AT 920-434-4672 WEEKDAYS BETWEEN 8:00 A.M - 4:30 P.M.

By signing this Waiver of Liability, I understand that any open swimming activity in the Duck Creek Quarry has inherent risks associated with it. These risks could include serious bodily injury, permanent disability and even death. There might be other personal risks associated with the open swimming in the Duck Creek Quarry which could result in severe social and economic losses whether or not known or readily foreseeable at this time, and which might result not only from my own act or omission, but also from the actions, inactions or negligence of others, or the condition of the premises or equipment used.

By signing this Waiver and Liability, I fully accept all such risks of any injury, damage or loss regardless of severity that may be sustained and all responsibility for losses, costs and damages incurred in any and all open swimming in the Duck Creek Quarry and connected with or associated with my open swimming in the Duck Creek Quarry during the 2016 triathlon training season.

By signing this Waiver of Liability, I agree to waive, relinquish, discharge and release the Village of Howard, Wisconsin, its officers, employees and agents from (1) all claims of injury, damage, or loss; and (2) any subrogation rights, that may accrue arising out of, connected with, or in any way associated with my open swimming in the Duck Creek Quarry during the 2016 triathlon training season.

I have read this Waiver of Liability thoroughly and fully understand it and enter into it on behalf of myself, my heirs, next of kin, assigns, and personal representatives. No one has made to me any representations, statements, or inducements that change or modify anything written in this agreement.

Print Name of Participant

Participant Signature

Address

City, State, Zip

Phone Number

Date

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this ___ day of ___, 20___, the above named ___ to me know to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Brown County, Wisconsin
My Commission expires: _____

This use of the Duck Creek Quarry was authorized by:

On behalf of the Village of Howard

Date

**INDEMNIFICATION AGREEMENT
FOR USE OF DUCK QUARRY**

In consideration of my use of the Duck Creek Quarry for open water swim practice during the 2016 season, I do hereby agree:

For myself, my heirs, executors, administrators and assigns to defend and indemnify the Village of Howard, all employees and elected officials of the Village of Howard, and their agents, their sureties and each of them, against any and all manner of actions, causes of actions, suits, debts, claims, demands, or damages or liability or expense of every kind and nature incurred or arising by reason of any actual or claimed negligent or wrongful act or omission of mine while participating in open swim practice in the Duck Creek Quarry.

Participant

Date

Witness

Date

Village Approval

Date