

**LUTHER PARK CAMPING & RETREAT CENTER
RELEASE, WAIVER, AND INDEMNITY AGREEMENT**

I acknowledge my understanding and agreement to the foregoing terms:

AS A GUEST (or the parent or the legal guardian of a guest) of LUTHER PARK CAMPING AND RETREAT CENTER, IT IS MY INTENTION on behalf of myself, my spouse, my child(ren), minor child for whom I am appointed guardian, my parent(s), my heirs, assigns, personal representative and estate hereby:

BY THIS AGREEMENT TO EXEMPT AND RELIEVE **LUTHER PARK CAMPING AND RETREAT CENTER** AND ITS OFFICERS, AGENTS, OR EMPLOYEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH OF (NAME OF MINOR) CAUSED BY ANY ACT OF NEGLIGENCE OF **LUTHER PARK CAMPING AND RETREAT CENTER** AND ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES.

For and in consideration of permitting to observe, or use any facility or equipment of Luther Park Camping and Retreat Center or engage in and/or receive instruction in any activity including but not limited to: canoeing, boating, hiking, swimming, camping, or any activity incidental thereto SOME OF WHICH MAY INVOLVE DANGERS, COMMUNICABLE DISEASE AND RISK OF BODILY INJURY onsite or off-site with: Luther Park Camping and Retreat Center in the city of Danbury, County of Burnett, and State of Wisconsin, at Luther Park Camping and Retreat Center today and in the future , the undersigned hereby voluntarily and absolutely releases, discharges, waives, and relinquishes any and all loss or damages or actions or causes of action for personal injury, sickness, property damage, or wrongful death occurring to myself or family participating with Luther Park Camping and Retreat Center as a result of observing or using facilities or equipment of Luther Park Camping and Retreat Center, onsite or off-site, or engaging in or receiving instructions in any activities SOME OF WHICH MAY INVOLVE DANGERS, SICKNESS, COMMUNICABLE DISEASE AND RISK OF BODILY INJURY or in activities incidental thereto wherever or however the same may occur, and for whatever period said activities or instructions may continue.

I agree that in the event any claim for personal injury, sickness, communicable disease, property damage, or wrongful death shall be prosecuted against Luther Park Camping and Retreat Center or its officers, agents, or employees, the undersigned will indemnify and hold harmless Luther Park Camping and Retreat Center and its officers, agents, or employees from any and all claims or causes of action by myself or members of my party or by any other person or entity, by whomever or wherever made or presented, and under no circumstances will the undersigned present any claim against Luther Park Camping and Retreat Center and said persons for personal injuries, sickness, communicable disease, property damage, wrongful death, or otherwise, caused by any act of negligence by Luther Park Camping and Retreat Center and said persons.

The undersigned represent that he/she has read this Release, has requested and has been provided with, or has requested and declined advisement on the potential dangers/risks of engaging in the observation, activities, or instruction offered, assumes all risks associated with such dangers and risks,

and is fully aware of and understands the terms and the legal consequences of the signing of this Release. The undersigned guest, parent or legal guardian intends his or her signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and if any portion of the Release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

DAMAGE TO LUTHER PARK CAMPING AND RETREAT CENTER

I certify that I have adequate insurance to cover any injury or damage I (and guests that I am legally responsible for) may cause or suffer while participating in the activities with Luther Park Camping and Retreat Center, or if not, I agree to bear the costs of such injury or damage to myself and others.

PHOTO RELEASE

I hereby authorize and consent to the use of images or videos of me, my family and/or my minor child, with or without my name, by Luther Park Camping and Retreat Center for purposes including but not limited to: promotional materials, printed publications, internet posts including social media, television, and other media sources. I do this with full knowledge and consent and waive all claims for compensation for use or for damages. I release Luther Park Camping and Retreat Center, its officers, employees, and agents from liability for any claims by me or any third party in connection with the use of my image.

I agree that any legal proceeding shall be filed solely in the County of **Burnett** and I further agree that the substantive law of **Wisconsin** shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

If the Participant or Guest is not 18 years of age or older, then the following Parent or Guardian Consent must be read and signed before the Participant or Guest is allowed to use Luther Park Camping and Retreat Center and its facilities.

PARENT OR GUARDIAN CONSENT

I have read and understand the terms of this **RELEASE, WAIVER, AND INDEMNITY AGREEMENT** and unconditionally agree to its full terms, statements, warranties, notices, representations, waivers and releases on behalf of both myself and marital community, if any, and my child or ward.

All such terms, statements, warranties, notices, representations, waivers and releases fully apply to my child or ward as if I was the participant. I understand that, by signing this Consent, I am giving up important legal rights both on behalf of myself and my child or ward regarding potential rights and claims against Luther Park Camping and Retreat Center. 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.

I hereby warrant and represent that if I am neither the Child's Parent nor legal Guardian, I have been granted the expressed authority to execute this Waiver, Release and Assumption of Risk Agreement by, and on behalf of, the Child's Parent or Guardian. In the event that I do not have the authority to execute

this agreement on behalf of another, I agree that I shall be solely liable for any and all claims, actions, penalties, causes of action, services, fees or similar expense.

Please write your child(ren)'s name(s), sign your name and today's date, confirming that you have read and agree to the listed terms and conditions.

Child(ren)'s Name(s)

Parent/Guardian Signature

Date