

EVENT RELEASE AND WAIVER OF LIABILITY

In consideration of being permitted to be a participant or volunteer in the IRONBULL Ring of Snow (“Event”) upon certain property used by IRONBULL, INC. a Wisconsin nonprofit corporation (the “Organizer”), the following covenants and representations are made by the undersigned (the “Releasing Party”) on behalf of themselves, and their respective personal representatives, assigns, heirs, and next of kin, as described below:

1. Waiver of Right to Bargain. The Releasing Party hereby waives his/her right to bargain for different waiver of liability terms. If the Releasing Party does not wish to sign this Agreement, the Releasing Party is not compelled to do so and in that case the Releasing Party shall not participate in the activities described herein.

2. Release and Waiver of Liability. To the greatest extent permitted by law, the Releasing Party hereby releases, waives, discharges, and covenants not to sue the Organizer, their Directors, their employees, their representatives, and their agents, the Event volunteers, Event holders, Event sponsors, Event partners, venue and property owners upon which the Event takes place, local government, law enforcement agencies and other public entities providing support for the Event (“Releasees”) with respect to all liability of the organizer to the Releasing Party, and/or his/her personal representatives, assigns, heirs, and next of kin, for any and all loss of damage, and any claim or demands therefore on account of injury to person or property or resulting in death of the releasing party arising out of, related to, or caused by the negligence of the Releasees.

3. Waiver Binding Upon Minor and Releasing Party. The Releasing Party agrees that this waiver of liability shall bind such Releasing Party, notwithstanding any lack of capacity to contract under applicable law and that all claims of the Releasing Party, including, but not limited to, claims for loss of consortium, shall be waived in accordance herewith and to the greatest extent permitted by law.

4. Dangerous Activity. Releasing party hereby acknowledges that the Event is a very dangerous activity. The Releasing Party understands that there are significant risks to the releasing party’s personal health and safety, including significant risks that the party could be seriously injured or die. The Releasing Party recognizes that risks of personal injury, illness, disease or death from participation in Event include, but are not limited to, sprains, torn muscles and/or ligaments, fractured, broken or dislocated bones, eye damage, cuts, wounds, scrapes, abrasions, spinal injuries, internal bleeding, shock, paralysis, heart attack or death. The Releasing Party acknowledges that such risks include, but are not limited to, underdeveloped terrain that may contain steep grades or hazardous objects; imperfect course conditions; risks of falls; risks of sickness, disease or death from animal bites; unpredictable and severe weather conditions, including extreme heat or cold and storms; lack of hydration; hyponatremia; hypothermia; equipment failure; other participants; and spectators. The Releasing Party acknowledges that this list of potential injuries and hazards is not exhaustive and that there may be other risks of injury, illness, disease or death as a result of participating in the Event. The Releasing Party acknowledges that personal property may be damaged or lost. The Releasing Party realizes that the Releasing Party’s personal skills, experience, fitness and overall health condition are important factors for the Releasing Party to consider before signing this document. With full knowledge of these risks and dangers, and accepting that by signing this form the Releasing Party is waiving his/her rights to sue or recover for any injuries, illness, disease or death, which may occur while the releasing party undertakes the Event, by signing the form Releasing Party advises that the Releasing Party still desires to participate in the Event.

5. Extent of Waiver; Intent to Apply Waiver Fully. The Releasing Party hereby agrees that this Agreement is intended to be as broad and inclusive as is permitted by applicable law. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

I have read this waiver of liability. I fully understand its terms and I understand that I have given up substantial rights by signing it. I have signed this waiver of liability freely and voluntarily with any inducement, assurance, or guarantee being made to me. I intend my signature to be a complete and unconditional release of all liability as described herein to the greatest extent allowed by law.

Parent or Legal Guardian Additional Agreement
(Must be completed for participants under the age of 18)

In consideration of _____ (minor's name) being permitted to participate in the Event, I, as parent, guardian, or temporary guardian, with legal responsibility for this minor participant, have reviewed the preceding Release and Waiver of Liability. I understand that there are significant risks to the minor participant's health, safety, and property, including significant risks that the participant could be seriously injured or die. With full knowledge of these risks, I hereby consent and agree to the minor participant's participation in the Event and to the greatest extent permitted by law, agree to release, indemnify, and hold harmless Releasees from any and all liabilities and claims incident to the minor participant's involvement in the Event and which are brought by or on behalf of myself or the minor participant.

I hereby certify that I am the parent or guardian of _____ (minor's name), and do hereby give my consent without reservation to the forgoing on behalf of this person.

Signature (guardian if minor)

Date

Printed Name (guardian's if minor)