



RELEASE OF LIABILITY: In consideration of being allowed to use the facilities and participate in the Wibit Park and other activities provided by Bear Paw, LLC, Adventure island at Bear paw beach the Participant and/or the Participant's parent or legal guardian (if the Participant is a minor) do hereby agree as follows: I, the undersigned Participant, am using Adventure Island equipment and participating in activities including, but not limited to, the Wibit Sports Park and Bear paw beach, playground and jumping pillow, at my own risk. I understand and acknowledge that there are inherent risks involved with the Activities, including, but not limited to, bruises, scrapes, lacerations, burns, sprains, fractured or broken bones, as well as other head/brain, face, neck, back/spine injuries, up to and including drowning and death. I am also aware that using or participating in the Activities requires physical exertion and such exertion on the body may reinjure or aggravate pre-existing physical injuries, conditions, or congenital defects. I voluntarily assume these risks by signing below and participating in the Activities. IN CONSIDERATION OF THE FEE PAID BY ME, AND IN FULL RECOGNITION OF THE INHERENT RISKS INVOLVED WITH THE ACTIVITIES, WHICH RISKS I VOLUNTARILY ASSUME, I HEREBY INDEMNIFY, HOLD HARMLESS AND RELEASE Bear Paw LLC, ITS MEMBERS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, OWNERS AND/OR OPERATORS (COLLECTIVELY, "Bear paw beach & Adventure Island STAFF"), FROM ALL INJURIES, DAMAGES, CLAIMS, DEMANDS, AND/OR CAUSES OF ACTION (COLLECTIVELY, "CLAIMS"), FOR ANY LOSS, DAMAGE, OR INJURY, INCLUDING DROWNING AND DEATH, WHETHER SUSTAINED BY MYSELF, A MEMBER OF MY FAMILY OR MY PROPERTY HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, FAULT OR NEGLIGENCE (EXCEPT GROSS NEGLIGENCE, WILLFUL/WANTON OR INTENTIONAL CONDUCT, OR ILLEGAL ACTS) BY ADVENTURE ISLAND AND/OR ADVENTURE ISLAND STAFF IN CONNECTION, DIRECTLY OR INDIRECTLY, WITH THE ACTIVITIES. THIS RELEASE SHALL BE BINDING UPON ME, MY HEIRS, EXECUTORS, ADMINISTRATORS, AND/OR ASSIGNS. I further agree that I am personally liable and responsible for paying ADVENTURE ISLAND for any and all damage to ADVENTURE ISLAND property that I may cause, whether caused negligently, recklessly or intentionally, while using or participating in the Activities, including, but not limited to, damage to any ADVENTURE ISLAND equipment or other ADVENTURE ISLAND property, any loss of ADVENTURE ISLAND equipment or loss of use of equipment, any claims for diminution in value of any ADVENTURE ISLAND equipment, and/or the cost of repair or replacing any ADVENTURE ISLAND equipment. I authorize ADVENTURE ISLAND, at ADVENTURE ISLAND'S discretion, to bill any such charges or costs directly to my credit card or to my account without further notice to me. I understand and acknowledge that ADVENTURE ISLAND and the Activities are self-guided, and that I am required to attend a mandatory safety rules video briefing prior to using or participating in any of the Activities. I understand that ADVENTURE ISLAND Staff are available

to answer any questions I may have regarding ADVENTURE ISLAND equipment and/or proper use of such equipment. I further understand and acknowledge that I am required to wear a Coast Guard approved lifejacket at all times while using or participating in the Activities. If I am unwilling or unable to follow the safety rules or wear a lifejacket while using or participating in the Activities, I understand and acknowledge that ADVENTURE ISLAND, at ADVENTURE ISLAND'S discretion, may immediately restrict my use of or participation in the Activities and/or require me to leave the ADVENTURE ISLAND premises. I acknowledge that once I have completed the safety rules briefing, no refunds will be made for ADVENTURE ISLAND or the Activities. I also release ADVENTURE ISLAND to use any and all photos taken that of me or my dependent while in Bear Paw Beach & Adventure Island area. I understand that these photos will be used in future marketing or may be posted to ADVENTURE ISLAND website. This Release shall be governed by the laws of the State of Wisconsin. I agree that any Claims I may bring against ADVENTURE ISLAND shall be submitted to the jurisdiction of the courts of Racine County, Wisconsin and that no Claims against ADVENTURE ISLAND shall be brought in any other jurisdiction. I also agree that if any part of this Release is deemed unenforceable, all remaining parts shall remain in full force and effect. I agree that ADVENTURE ISLAND has made no warranties, expressed or implied, to me beyond those, if any, contained in this Release. I, THE UNDERSIGNED PARTICIPANT, HAVE READ AND UNDERSTAND THIS RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS RELEASE AND USING OR PARTICIPATING IN THE ACTIVITIES THAT I HAVE WAIVED AND SURRENDERED CERTAIN LEGAL RIGHTS. I HAVE SIGNED THIS AGREEMENT VOLUNTARILY. Signature of

Participant: _____ Date: _____ Printed Name
of Participant: _____ IF PARTICIPANT
IS A MINOR (Under 18): Parent or Guardian must ALSO sign. Parent/Guardian
Signature: _____ Date: _____ Participant
Address: _____
City: _____ State: _____ Zip: _____ Phone Number:
_____ Email: _____

RULES AND REGULATIONS: All persons must follow these rules while at ADVENTURE ISLAND • Each guest or an authorized guardian for children under 18 years of age must complete a ADVENTURE ISLAND Release of Liability form before starting the course • Guests must wear a USCG Personal Flotation Device (Provided) and keep it buckled and zipped at all time • Sharp objects (such as jewelry, hair pins, etc.) or other dangerous materials are not permitted • Tobacco and alcohol are not permitted anywhere in the park or beach areas • No refunds will be granted. • Anyone who appears to be under the influence of drugs or alcohol will not be allowed to participate in the ADVENTURE ISLAND • Pregnant women are prohibited from going on the ADVENTURE ISLAND course • The Host reserves the right to remove anyone who disregards the safety rules. **There will be no refunds if such action is required.** • Bear Paw, LLC reserves the right to close the ADVENTURE ISLAND without refund at any time due to inclement weather deemed unsafe for guests • Cell phones are prohibited on ADVENTURE ISLAND. Please make appropriate arrangements for these and other personal items before entering the course. The Host may not be held responsible for lost or damaged personal items. Absolutely no one is allowed to dive under ADVENTURE ISLAND to retrieve a lost item. • Failure to abide by posted ADVENTURE ISLAND rules may result in revoked privileges to participate