

**SPORTING OR ATHLETIC RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT** (sporting)

IN CONSIDERATION of access to and participation in any Loyal Corn Festival event (the "Event")

hosted by the Loyal Corn Festival (the "Host"),

at Loyal, Wisconsin [location]

on _____ [dates],

EACH OF THE UNDERSIGNED, for himself/herself, his or her personal representatives, heirs, and next of kin:

1. HEREBY WARRANTS AND REPRESENTS that: (i) he or she understands that the particular activities which he or she may undertake involve vigorous physical exercise, including by way of example running, sports activities, and prolonged or peak physical activity, (the "Activities"); (ii) he or she understands that there are significant risks associated with participation in the Event and the Activities, including by way of example the possibility of serious injury or death caused by falling, exertion, or physical activity; (iii) he or she understands that the Activities may or may not be supervised by the Host's employees or agents; (iv) he or she understands that emergency care may not be immediately available in the event of an injury or health event during the Activities at the Event; and (v) he or she is in sufficient physical condition and is physically able to undertake all Activities related to the Event; has no disability, impairment or ailment preventing him or her from active or passive exercise, or that will be detrimental to his or her health, safety, comfort or condition if he or she does so engage or participate.
_____ [initial]
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Host or any subdivision there of, it sponsors, directors, officers, agents, volunteers, trustees and employees; and its member towns, villages, cities, and their respective board members, trustees and common council members, agents, employees and volunteers, all for the purpose herein referred to as "Releases," FROM ALL LIABILITY, TO THE UNDERSIGNED, his or her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEAMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE ACTIVITIES OCCURRING WHILE AT THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASES OR OTHERWISE (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASES).
_____ [initial]
3. HEREBY AGREES TO INDEMNITY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST he or she may incur arising out of or related to THE ACTIVITIES WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASES OR OTHERWISE (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASEES).
_____ [initial]
4. HEREBY ACCEPTS THE RISK AND ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to THE ACTIVITIES whether caused by the NEGLIGENCE OF RELEASEES or otherwise (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASEES), and furthermore acknowledges, pursuant to the recreational activities statute, Wis Stat. § 895.525, that he or she has a responsibility to act within the limits of his or her ability, to heed all warnings regarding participation in the recreational activity, to maintain control of his or her person and any applicable equipment or devices, and to refrain from acting in any manner that may cause or contribute to death or injury for himself or herself or to other persons.
_____ [initial]
5. HEREBY acknowledges that prior to signing this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, he/she had the opportunity to contact a representative of the Host to discuss and/or bargain regarding any terms set forth herein.
_____ [initial]

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANCIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GURANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

[Print name of participant]

Signature of minor is not required. Parents or Guardians are.

[Print name of parent/guardian 1]

[Signature of participant (if adult) or parent/guardian 1]

[Print name of parent/guardian 2]

[Signature of parent/guardian 2]