

WANDER WISCONSIN
ACKNOWLEDGMENT AND ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY

Trip: Travel Club II

Date: July 12-16, 2010

Name of Participant (please print)

In this document, Wander Wisconsin means, Wisconsin Youth Company, Inc., a Wisconsin non-profit corporation, and its officers, directors, employees and agents and volunteers.

I understand that there are certain risks associated with my participation in the above trip, which includes a visit to a state park, hiking, fishing, river tubing, swimming, a visit to a petting zoo, a nature center, and a visit to a water park. I know that these risks include, in the extreme, serious and permanent bodily injury and death. I know that by participation in the above activities I could be injured as a result of:

- 15 passenger van or bus travel, including mechanical breakdown, accidents and activities that include interaction with the public and related exposures.
- Contact with hazardous plants such as poison ivy, wild or domesticated animals and harmful insects.
- Effects of routine change on general health including sleeping or eating habits.
- Weather hazards such as lightning, flood, high winds including tornadoes; cold and heat related injuries and illnesses including hypothermia (rapid and medically serious loss of body temperature), heat exhaustion, heat cramps, sunstroke, dehydration and sunburn.
- Active trip elements including walking or hiking on slippery and wet surfaces and trails; hiking on rough, uneven, hilly terrain or through forests with potentially low-hanging fallen branches; diving accidents and water hazards.
- River tubing accidents, including drowning, collision, capsizing or sinking of the tube, falling in or out of the tube, contact with cold, deep or fast moving water or submerged objects.
- Fishing accidents including injuries resulting from fish hooks or fish file knives.
- Equipment misuse and malfunction or operator error in connection with water and amusement park rides.
- Unavailability of first aid, emergency treatment or other services in the field or wilderness setting.
- Fatigue, illness, chills or dizziness, which may diminish reaction time and increase the risk of accident.
- Misjudgment, lack or loss of physical coordination or balance, skill level – including swimming ability, or failure to understand, interpret, or follow rules, directions and instruction.

I am aware that while Wander Wisconsin trip staff meet ACA (American Camp Association) requirements and do their best to insure safety, they may not accurately interpret the risks associated with the exposures they may encounter. I further realize that this list does not include all of the risks associated with the above activities.

WAIVER AND RELEASE OF LIABILITY. IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE ABOVE ACTIVITY, I AND MY PERSONAL REPRESENTATIVE, HEIRS, GUARDIAN AND NEXT OF KIN HEREBY WAIVE AND RELEASE ALL CLAIMS OF ANY NATURE I MAY HAVE AGAINST WANDER WISCONSIN FOR ANY LOSS, DAMAGE OR EXPENSE RELATED TO MY PERSONAL INJURY, DEATH OR LOSS OF PROPERTY, RESULTING FROM MY PARTICIPATION IN THE ABOVE ACTIVITY AND CAUSED BY WANDER WISCONSIN'S NEGLIGENCE.

ASSUMPTION OF RISK. I ASSUME AND ACCEPT FULL RESPONSIBILITY FOR ANY LOSS, DAMAGE OR EXPENSE I MAY SUSTAIN OR INCUR, INCLUDING THOSE RELATED TO MY PERSONAL INJURY, DEATH OR LOSS OF PROPERTY, RESULTING FROM MY PARTICIPATION IN THE ABOVE ACTIVITY AND CAUSED BY WANDER WISCONSIN'S NEGLIGENCE.

INDEMNIFICATION. I HEREBY INDEMNIFY AND AGREE TO HOLD HARMLESS WANDER WISCONSIN FROM ANY LOSS, DAMAGE OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, FOR ANY CLAIMS MADE AGAINST WANDER WISCONSIN BY ANY THIRD PARTY FOR MY PERSONAL INJURY, DEATH, OR LOSS OF PROPERTY CAUSED BY WANDER WISCONSIN'S NEGLIGENCE.

I have read, clearly understand and accept the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative, and estate for all members of my family, and specifically for any minor children for whom I am responsible. I know that I have given up substantial rights by signing this document.

Parent/Guardian Signature: _____ Signature of Participant: _____

Parent/Guardian Name (Please Print): _____ Date: _____