

WILDTHING JET BOAT – CUSTODIAN WAIVER

ADULT CUSTODIAN ACKNOWLEDGMENT OF RISK, WAIVER, INDEMNIFICATION AND RELEASE OF CLAIMS

IMPORTANT NOTICE!!

BEFORE SIGNING THIS ACKNOWLEDGMENT OF RISK, WAIVER, INDEMNIFICATION AND RELEASE OF CLAIMS (THIS “AGREEMENT”), YOU MUST READ THIS AGREEMENT VERY CAREFULLY. IF AN ACCIDENT WERE TO OCCUR, YOU (BY SIGNING THIS AGREEMENT) WILL BE GIVING UP IMPORTANT LEGAL RIGHTS THAT YOU MIGHT OTHERWISE HAVE. IF YOU DO NOT UNDERSTAND ANYTHING IN THIS AGREEMENT, OR IF YOU OBJECT TO ANY PROVISION CONTAINED IN THIS AGREEMENT, YOU SHOULD NOT SIGN IT AND SHOULD SEEK ADVICE FROM YOUR LEGAL COUNSEL. REQUESTS FOR MODIFICATIONS TO THIS AGREEMENT MAY BE DIRECTED TO **DELLS JET BOATS, LLC/dba WILDTHING JET BOAT** AT THE FOLLOWING NUMBER: (608) 254-6080

I _____ ← (print your name here) am the adult custodian of _____ ← (print child’s name here) (hereinafter referred to as “Child Participant”), who is a minor guest at the jet boat facility named above. I hereby state that I give approval for Child Participant to ride the jet boat and I am agreeing to assume the liability for my decision to permit him/her to ride as a passenger. Child Participant riding a jet boat is by my choice and is my decision that was made completely voluntary.

I recognize and acknowledge that there are risks of serious physical and other injuries to participants and/or spectators associated with riding of jet boats including, but not limited to, broken bones, strains, sprains, bruises, pulled hair, abrasions, concussions, heart attack, heat exhaustion and, in some cases, permanent disability and even death. I also understand that severe social and economic loss might result not only from Child Participant’s own actions but also from the actions, inactions or negligence of others, or the condition of the boats and/or the conditions of the Wisconsin River, a public waterway. Nevertheless, I agree to assume the risk of any injury, damage, or loss regardless of severity that Child Participant may sustain as a result of Child Participant riding the jet boats named above, which include: walking along the ground; ascending and descending stairs; standing on elevated platforms; climbing into and out of a boat docked upon a floating pier; and riding a boat that will at times be driving fast and performing power stops and 360 spins that requires Child Participant to hold himself/herself in place consistent with the instructions stated by the jet boat captain.

Accordingly, in my capacity as the parent/legal guardian for Child Participant, ***I agree on behalf of myself, Child Participant, my spouse, my children, my heirs, estate and assigns, to waive, relinquish, discharge, release and covenant not to sue Dells Jet Boats, LLC, dba Wildthing Jet Boat, its members, officers, directors, employees, advisors, agents, insurers and attorneys (collectively, the “Released Parties”), from any and all rights, claims of injury, demands, causes of action, damages, loss or liabilities, whether based in strict liability, negligence or otherwise, that we may have or that may arise out of, is connected with, or is in any way associated with Child Participant riding upon a jet boat named above.*** Notwithstanding the foregoing and any other provision of this Agreement, I do not waive any rights that we may have to seek redress due to the reckless or intentional conduct of the Released Parties or any other individual or entity. Furthermore, ***I agree to indemnify and hold harmless the Released Parties against any claim of liability or loss from personal injury or property damage resulting from or arising out of Child Participant riding the jet boat ride being provided.***

Notwithstanding the foregoing and any other provision in this Agreement, I do not indemnify nor do I waive any rights that Child Participant or I may have to seek redress due to the reckless or intentional conduct of the Released Parties, or any other individual or entity.

I acknowledge that I have the opportunity to request modifications to this Agreement as referenced in the Important Notice section, above. I have considered that if this Agreement were not as broad as it is, the cost for a ticket to ride a jet boat would be considerably higher, and I do not wish to pay a considerably higher cost. By signing this Agreement, I hereby waive the right to bargain for different terms in this Agreement. I also understand that if I later learn that any fact that I believed to be true at the time I signed this Agreement is later found to be incorrect, I nevertheless am bound by this Agreement.

I represent and warrant that Child Participant does not have any physical or psychological condition(s) that would interfere with his/her ability to participate in the activities stated above. I have read this Agreement thoroughly, and I fully understand it. I enter into it voluntarily. No one has made any representations, statements, promises or inducements to me that change or modify anything written in this Agreement.

Date: _____

Adult Custodian of:

(Adult’s Signature)

(Print Child’s Name)

CHILD

(Adult’s Printed Name)