## WAIVER AND RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT (ONE PER FAMILY)

### Participants under 18:

\*\*Include address is different from Parent/Legal Guardian present with minor

Print Participant Name / Date of Birth / Address
Print Participant Name / Date of Birth / Address
Print Participant Name / Date of Birth / Address
Print Participant Name / Date of Birth / Address

### Parent(s) or Legal Guardian(s) present of Participant if Participant is under age 18 or Participant:

#### Name(s) / Address

In exchange for Corporate Contractors, Inc. (hereafter CCI) allowing the Participant(s) and Participant(s)' parents or Legal Guardians named above (all family members jointly referred to as Participant) to participate in the CCI Building The Future Recreational Activity, Participant and Participant's Parent(s) and/or Legal Guardian(s), agree as follows:

#### 1. Acknowledgment of Risk

Participant's participation in the CCI Building The Future Recreational Activity is voluntary and with the express consent of Participant's parent(s) or guardian(s). Each signer below understands that Participant's participation in the CCI Building The Future Recreational Activity may include participation in a variety of group or individual activities. Activities will take place outdoors, in public settings, involve the use of tools and equipment and involve situations in which those coordinating the activity will not, in many cases, have control over the environment, surroundings, or actions of other participants.

By signing this Agreement, each signer demonstrates an understanding that the risks involved in these activities include all of the risks associated with such activities as well as other risks that may arise during the CCI Building The Future Recreational Activity. Accordingly, if I believe I need more information regarding the CCI Building The Future Recreational Activity before I waive my rights and agree to indemnify others as described below, I acknowledge that I may seek additional information, or the Participant may refuse to participate in the CCI Building The Future Recreational Activity. I further acknowledge that the risks listed above, along with other risks inherent to participation in the CCI Building The Future Recreational Activity, may result in severe bodily and/or emotional injury, including permanent disability or death. I recognize that participation in the CCI Building The Future Recreational Activity involves other risks, and that all such risks cannot be described as a part of this document.

### 2. Waiver of Rights and Release of Liability

Participant, and, if Participant is a minor, each Parent and/or Legal Guardian, hereby releases, waives and discharges CCI, its owners, employees and agents from all liability, claims, and causes of action based upon the actions or omissions of CCI, its owners, employees and agents ("Releasees") arising in connection with Participant's participation in the activity(ies) described above; provided, however, that this waiver and release

does not address injury, damage, or loss resulting from the intentional or reckless acts of any Releasee. Releasees shall include not only CCI, its owners, employees and agents, but shall also include any other participating companies, vendors, exhibitors, sponsors and their owners, employees and agents.

# 3. Indemnification and Hold-Harmless

The undersigned, and each of them jointly and severally, further agree to indemnify and hold-harmless the Releasees from and against all losses, damages, monetary awards and expenses, including all costs and reasonable attorneys' fees, incurred in connection with any claims of negligence, wrongdoing, or error on the part of a Releasee brought by the Participant, Participant's Parent(s) and/or Legal Guardian(s), Participant's other family members, or Participant's heirs, successors, assigns, and legal representatives, for any injury, illness, disease, death or damage to property, arising from or in connection with Participant's participant in the activity(ies) described above. Notwithstanding the foregoing, this hold-harmless and indemnification agreement does not address losses, damages, monetary awards and expenses arising from the intentional or reckless acts of any Releasee.

# 4. <u>Opportunity to Negotiate</u>

CCI encourages Participants and parents of Participants to carefully review the contents of this Waiver and Indemnification Agreement and take the time they believe is necessary to review it thoroughly. DO NOT SIGN this Agreement unless you understand and agree to the terms and conditions of this Agreement. You may wish to consult an attorney. If you wish to negotiate any of the terms of this Agreement and propose modifications, deletions, or additions, please contact CCI prior to signing and executing this Agreement. If you do not contact CCI prior to signing and executing this Agreement, CCI understands that you are accepting the terms and conditions as set forth above, and that you do not wish to pursue any further negotiations regarding the terms and conditions of this Agreement.

### 5. <u>Miscellaneous</u>

The parties agree that the provisions of this Waiver and Indemnification Agreement are severable, and that the invalidity or unenforceability of any one or more of the provisions or clauses hereof shall not affect the validity or enforceability of the other provisions or clauses of this Agreement. The terms of this Agreement constitute the entire agreement and understanding between the parties concerning these subject matters. This Agreement is made pursuant to and shall be construed according to the laws of the State of Wisconsin.

## I CERTIFY THAT I HAVE READ THIS WAIVER AND INDEMNIFICATION AGREEMENT, MAY TAKE THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND ASSUMING SUBSTANTIAL RESPONSIBILITIES BY SIGNING BELOW, AND SIGN BELOW VOLUNTARILY.

Date:	
	(Participant) or (Participants)
Date:	
	(Parent/Legal Guardian)*
Date:	
	(Parent/Legal Guardian)*

\*Must sign if Participant is under age 18