

SimpleTek Solutions, INC, DBA WI River Outings
ASSUMPTION OF RISK AND WAIVER AGREEMENT

All adventure activities have inherent risks of physical injury or death associated with them. The guided canoe trips, canoe, kayak and tube rental offered by Wisconsin River Outings (WRO) are adventure activities and there is risk associated with being a participant.

Assumption of Risk: I, _____ understand that canoeing, kayaking and tubing exposes me to many hazards and participating in a WRO canoeing, kayaking, tubing and camping adventure entails unavoidable risk of death, personal injury and loss of or damage to property. I choose to participate in this trip in spite of these risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of my participation in such a trip.

Waiver: In consideration of WRO furnishing services and equipment to enable me to participate in a canoeing/kayaking/tubing trip, I specifically release and forever discharge WRO and its officers, agents and employees from any and all liability or claims for any injury, illness, death or loss of or damage to property which I may suffer while participating in this canoeing/kayaking trip.

In signing this document, I fully recognize that if injury, illness, death or damage occurs to me while I am engaged in this canoeing/kayaking/tubing trip, I will have no right to make a claim or file a lawsuit against WRO or its officers, agents or employees, even if they or any of them negligently cause me injury, illness, death or damage.

- I understand that though this may be a guided canoe trip, there will be times when the guide(s) or other participants may not be in a position to assist, or aid in my rescue in the case of a mishap or the occurrence of a problem.
- I understand that WRO recommends that all participants have the physical ability to assist in their own rescue.
- I understand that wearing a properly sized, adjusted and buckled personal flotation device (PFD) is critical to my safety.
- I hereby grant WRO the right to take and utilize photographs of me participating in trip related activities for the purpose of promotion and advertising.

This Waiver also releases and discharges any and all liability and responsibility of the landowner, Lake WI 2 LLC, who are lessors of the property in Sauk City and who are not involved, directly or indirectly with, or participate in, the rental or operation of the canoe, kayak or tube business or tours, for any injury, death or loss of, or damage to, property. The landowner is not involved in, responsible for the condition of, the services, equipment or transportation offered and provided by WRO.

If any portion or provisions of this Assumption of Risk and Waiver Agreement is or are deemed unenforceable by a Court of Law, the remaining portions and provisions shall remain in full force and effect.

I also understand that if WRO needs to retrieve my canoe/kayak/tube due to losing it on the river I am responsible for a recovery fee of \$175.00 or the cost of the canoe/kayak/tube if it cannot be found/recovered.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THIS IS A ASSUMPTION OF RISK AGREEMENT, WAIVER AND A RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY.

Once your paddle hits the water there are no refunds or credits.

Signature _____ Date _____

- Signing this waiver for my child or child I'm a guardian of.