

Wolf River Home Schoolers, LLC

WRHS Registration Form; Notice and Release and Waiver of Liability

PLEASE READ, FILL OUT, AND SIGN FORM TO PARTICIPATE

Participants in Wolf River Home Schoolers ("WRHS") will, from time to time, engage in field trips, clubs, co-ops, sports and other indoor and outdoor activities. Those who wish to participate in these activities must review and sign this Release.

ASSUMPTION OF RISK

Many activities can involve the risk of injury or other damages associated with participation therein. Dangers may include, but are not limited to, the following: broken bones, strains, sprains, cuts, bruises, concussions, heart attack, heat exhaustion and, in some cases, even death. Each Participant (or his/her parent(s) or legal guardian(s)) must acknowledge these risks and dangers, which are often inherent in both the activities themselves, as well as the travel to and from the site of the activities. Each Participant who decides to participate in activities associated with WRHS is doing so **voluntarily and assumes the risk associated with such activities**. It is the responsibility of each Participant and his/her parent(s) or legal guardian(s) to make sure he/she participates only in those activities for which he/she has the requisite skills, qualifications, preparations, training and physical and mental condition. WRHS does not warrant or guarantee in any respect the competency or mental or physical condition of any Participant in any WRHS activity.

RELEASE AND WAIVER OF LIABILITY

I, the undersigned, intend to enroll my children or dependent(s) in WRHS activities. This decision is mine alone, and is completely voluntary. Accordingly and in consideration of being allowed to participate in WRHS activities, I agree to hereby release, waive, discharge and/or agree to hold harmless WRHS, its members, volunteers, agents, officers, directors or insurers (collectively, the "WRHS Released Parties") from and against any and all rights, claims, demands, causes of action, obligations, suits, liens, damages or liabilities of any kind and character whatsoever, whether known or unknown, suspected or claimed, which I shall or may have in the future against the WRHS Released Parties arising out of, based on, related to or connected with participation in any or all of the WRHS programs and activities.

INDEMNITY AND HOLD HARMLESS

I also agree to indemnify and hold the WRHS Released Parties harmless from the payment of any and all judgments, settlements, costs, disbursements and attorney fees that are associated with the WRHS Released Parties having to defend or investigate any claim, action or proceeding of any type whatsoever arising out of enrollment or participation in the WRHS program and activities including, but not limited to, claims for breach of contract, negligence whether caused by the sole negligence of WRHS and/or one or more of the WRHS Released Parties. This indemnification obligation does not, however, absolve the WRHS Released Parties from any liability, damages, costs, disbursements and attorney fees incurred due to their gross negligence or reckless conduct.

COVENANT NOT TO SUE OR OTHERWISE TAKE ACTION

I covenant and agree that I will forever refrain from instituting, prosecuting, maintaining, proceeding on, assisting with or advising to be commenced a suit which arises out of, or may be, in whole or in part, based upon, related to or connected with the released matters herein or any part hereof.

REPRESENTATIONS AND WARRANTIES

I represent and warrant that I have the full power, capacity and authority to execute this document with regard to my right and the rights or claims of my children or dependents. I further represent and warrant that I understand the terms and provisions of this document and its nature and effect.

APPLICABLE LAW

This document is made, executed and entered into and shall be governed by the laws of the State of Wisconsin. I expressly consent to the venue and jurisdiction of the Shawano County or Waupaca County, Wisconsin Circuit Court with respect to any dispute arising out of the enrollment of my children or dependents' enrollment and participation in WRHS programs and associated activities.

I HAVE READ THE FOREGOING PROVISIONS OF THIS DOCUMENT AND THE WRHS BY-LAWS CAREFULLY AND FULLY UNDERSTAND THEM AND AGREE TO ADHERE TO ALL WRHS RULES AND POLICIES.

If a Participant is under 18 years old, this document must be signed by the Participant's parent or legal guardian. (A legal guardian must be appointed by a court of competent jurisdiction. For example, a chaperone is not a legal guardian for children under his or her supervision.)

Parent / Legal Guardian Signature: _____ Date: _____

Please print name(s) of parent(s) or legal guardian(s) authorized to sign on behalf of Participant(s):

Participant's Name(s) (Please print names of all participants in one household):

Address, Phone, E-Mail:

