

Duck - Dependent Child

PARENT - LEGAL GUARDIAN

ACKNOWLEDGMENT OF RISK, WAIVER AND RELEASE OF CLAIMS

IMPORTANT NOTICE!!

YOU MUST READ THIS ACKNOWLEDGMENT OF RISK, WAIVER AND RELEASE OF CLAIMS (HEREINAFTER "AGREEMENT") VERY CAREFULLY BEFORE SIGNING. 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 YOU SHOULD SEEK ADVICE FROM YOUR LEGAL COUNSEL. REQUESTS FOR MODIFICATIONS TO THIS AGREEMENT MAY BE DIRECTED TO DELLS DUCK TOURS, INC/dba DELLS ARMY DUCKS AT THE FOLLOWING NUMBER: (608) 254-6080.

I am the parent/legal guardian of "Child Participant", who is a minor guest on the duck vehicle ride above. I hereby give approval for Child Participant to ride, and this is by choice and is completely voluntary.

I recognize and acknowledge that there are risks of serious physical and other injuries to participants associated with Child Participant riding a duck vehicle, 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 conditions that exist in nature and upon 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 upon the duck vehicle named above, which includes: walking along the ground; ascending and descending stairs; standing on elevated platforms; and riding a vehicle that will at times be driving fast and going into water.

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 Duck Tours, Inc, dba Dells Army Ducks, 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 duck vehicle 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.

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 of a ticket to ride 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 I have the full power, capacity and authority to execute this document as the parent or legal guardian of Child Participant.

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.

Child Name: _____ Child DateOfBirth: _____
(Dependent of Adult)

Adult Name: _____ Adult DateOfBirth: _____

Adult Signature: _____ Date: _____