

# Duck - Adult

## ACKNOWLEDGMENT OF RISK, WAIVER, INDEMNIFICATION, 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 "Adult Participant" who is a guest at the Ducks Facilities. My Use of the Ducks Facilities is by choice and is completely voluntary.

I recognize and acknowledge that there are risks of serious physical and other injuries to participants and/or spectators associated with my riding upon a WWII duck made accessible to me for my use by DELLS DUCK TOURS, Inc./dba DELLS ARMY DUCKS (collectively, the "Ducks Facilities"), 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 my own actions but also from the actions, inactions, or negligence of others, the conditions that exist in nature and upon the Wisconsin River, a public waterway or from the condition of the Ducks Facilities. Nevertheless, I agree to assume the risk of any injury, damage, or loss regardless of severity that I may sustain as a result of my use of the Ducks Facilities, which includes: splashing into bodies of water at considerable speed while seated in a WWII vehicle that has been retrofitted with school bus seats. I am required to hold onto myself in my seat consistent with the instructions stated by the captain. (collectively, "my Use").

Accordingly, I agree 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 I may have or that may arise out of, is connected with, or is in any way associated with my Use of the Ducks Facilities.

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 my Use of the Ducks Facilities. I also agree to notify a manager if I am injured before I leave the premises, and that any controversy or claim relating to my use of the Ducks Facilities shall be resolved by arbitration in Madison, Wisconsin in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

Notwithstanding the foregoing and any other provision of this Agreement, I do not indemnify nor do I waive any rights that I may have to seek redress due to the reckless or intentional conduct of the Released Parties or any other individual or entity. It is my intention that this Agreement and the waiver of rights contained herein be binding on my family members, representatives, heirs, estate, and assigns.

I acknowledge that I may 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 my Use of the Ducks Facilities would be considerably higher and I do not wish to pay a considerably higher price. 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 facts, that I believed to be true at the time I signed this Agreement, are later found to be incorrect, I nevertheless am bound by this Agreement.

I represent and warrant that I do/does not have any physical or psychological condition(s) that would interfere with my ability to participate in the activities stated above in paragraph 2. I have read this Agreement thoroughly and I fully understand it, and 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.

'Adult Participant'  
Name: \_\_\_\_\_

'Adult Participant'  
Date of Birth: \_\_\_\_\_

'Adult Participant'  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_