

# WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

- I. **DISCLAIMER.** This Waiver and Release of Liability and Indemnity Agreement (this "Agreement") is applicable to all users of the Not-a-Wheelchair (the "Equipment") provided by the Mequon Nature Preserve ("MNP"). For purposes of this Agreement, "MNP" includes the Mequon Nature Preserve and all members, agents, directors, employees, representatives, assigns, successors, volunteers, insurers, and subsidiaries of the Mequon Nature Preserve. The undersigned ("User") agrees that they are signing this Agreement on behalf of User's minor children. User agrees that they will disclose in writing to MNP all potential operators and users of said Equipment. For purposes of this Agreement, the standard pronouns of "he/she" have been replaced with "they." Initials [REDACTED]
- II. **ASSUMPTION OF RISK.** User acknowledges that the activities for which the Equipment is designed and the operation of the Equipment can be dangerous and may expose User to injury and that they are using the Equipment at their own risk. User acknowledges that such risks include, but are not limited to, bodily injury and/or death to themselves or others and damage to property. User agrees that they shall not use the Equipment under the influence of alcohol, drugs, or any other substance that could impair User's faculties and/or judgment. User agrees that they are voluntarily participating in all activities related to the operation or use of the Equipment, and assumes and accepts all risks of injury, damage, or loss. User further agrees to operate the Equipment in accordance with all MNP, local, state, and federal laws, regulations, and policies. Initials [REDACTED]
- III. **WAIVER AND RELEASE OF LIABILITY.** By the execution of this Agreement, User agrees that MNP shall not be liable for any damages arising from injuries and/or property loss sustained by User or any minor children under User's custody, care, and control, as a result of any and all activities related to the use of the Equipment. User assumes full responsibility for any such injuries or damages which may occur to self or others, and further agrees that MNP shall not be liable for any loss or theft of personal property or the Equipment. Initials [REDACTED]
- IV. **INDEMNITY.** User hereby agrees that they will indemnify and hold harmless MNP for all injuries, property damage, or any other damage to any and all third parties, including, but not limited to, minor children under User's custody, care, and control, as a result of any and all activities related to the use of the Equipment. Initials [REDACTED]
- V. **ACKNOWLEDGMENT OF WAIVER.** User acknowledges that they are at least 18 years of age. User states that they have had sufficient time to review this Agreement, ask any questions associated with this Agreement, knows the contents of this Agreement, and has signed this Agreement as their own free act. By executing this Agreement, User warrants that they are fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against MNP. Initials [REDACTED]

**\*\*\*READ BEFORE SIGNING\*\*\***

**I HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND THE CONTENTS. I UNDERSTAND I HAVE THE RIGHT TO BARGAIN OR NEGOTIATE ANY OF THE ABOVE TERMS WITH MNP. BY SIGNING THIS AGREEMENT, I HEREBY ACKNOWLEDGE MY RIGHT TO BARGAIN AND WAIVE SAID RIGHT TO BARGAIN FOR DIFFERENT TERMS.**

Signature of User: \_\_\_\_\_ Date: \_\_\_\_\_

User's Name: \_\_\_\_\_  
Minors' Name and Age, if any: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_