

**Liability Waiver & Release/Assumption of Risk Acknowledgement for
Kenosha County Veterans Memorial Park Lake**

**READ THIS DOCUMENT CAREFULLY - AS THIS DOCUMENT IS A RELEASE OF YOUR
RIGHTS TO BRING A LAWSUIT**

I, _____, acknowledge and affirm that I have been advised and am aware of the inherent hazards and risks associated with recreational activities, including, but not limited to, scuba diving, swimming, wading, snorkeling, solo diving, unsupervised solo diving, free diving, unsupervised free diving, and unsupervised diving in Kenosha County Veterans Memorial Park Lake. I understand that such activities involve inherent risks and hazards which include drowning, as well as other types of injuries. I also fully understand that these risks can lead to severe injury and even death.

In consideration of permitting me, _____, to participate in swimming, wading, snorkeling, solo diving, unsupervised solo diving, free diving, unsupervised free diving, scuba diving and unsupervised diving in Kenosha County Veterans Memorial Park Lake and/or other related operations at the facility of Kenosha County Veterans Memorial Park, I understand and agree that Kenosha County, its officials, employees, agents, assigns and elected officials (hereinafter collectively referred to as "Kenosha County") will not be held liable or responsible in any fashion for any injury, death or other damages to myself, my estate, my family, my heirs or assignees which may occur as a result of my use of this facility or for the negligence of any party, whether passive or active, including the aforementioned Releasees.

I, _____, in consideration for being allowed to utilize this facility, hereby personally and individually assume all risks and hazards associated with and in connection with my use of this facility for any harm, injury, accident, damages or death that may befall me while engaged in recreational activities. Furthermore, I personally assume all risks afore mentioned, whether these risks are foreseen or unforeseen and even if those risks are caused by or created by the negligence of Kenosha County.

I, _____, save, discharge and hold harmless Kenosha County, from any claim or lawsuit by me, my family, estate, heirs or assignees arising out of my participation in recreational activities, at Kenosha County Veterans Memorial Park and Lake including all claims arising before, during or after my recreational activities, even if those claims or lawsuits arise out of activities caused by the negligence of Kenosha County.

I, _____, hereby acknowledge that injuries received may be compounded or increased by negligent rescue options and or procedures of the releasees and agree that this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Kenosha County, including negligent rescue operations and is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin and that if any portion thereof is held invalid it shall be struck and, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

I, _____, wish to state that it is my full intention by signing this instrument to exempt, discharge, release and forgive Kenosha County from all liability or responsibility

whatsoever from all claims, actions, causes of action, all civil rights actions, demands, rights, damages, costs, fees or reasonable attorney fees, expenses, loss of service, and all compensation whatsoever, that I have or that I may have in the future, which arise from or relate in any way to my participation in these recreational activities, including but not limited to claims relating to the negligence of Kenosha County whether passive or active. This release shall cover, among other things listed herein, any physical, mental or emotional injuries, property damage, financial or economic losses of any kind I may incur which are related, in any way, or arise from, such recreational activity.

I fully understand that terms contained within this document are contractual in nature and not a mere recital. I have informed myself of the contents of this liability release and assumption of the risk acknowledgement and have completely read it prior to signing it on behalf of myself and my heirs. I understand that the risk description herein is incomplete and that other unknown or unanticipated risks may result in injury or death. I agree to assume responsibility for all risks specifically identified herein or not specifically identified. My participation in this activity is purely voluntary and recreational. No one is forcing me to participate and I elect to participate in spite of the risks. I make this consent, release and waiver freely without any threat made against me or promises made to me.

In signing this form, I agree that I have read and understood this entire form. I affirm that I am competent to sign and be bound by this form. I understand that this form contains a promise not to sue and a release and indemnity for all claims. I have had a chance to discuss this form and ask questions or bargain the terms with Kenosha county. I further understand that by signing this form I am giving up certain legal rights including the right to recover damages in case of injury. I agree to abide by the terms and conditions set forth in this form.

I, the undersigned, have read the above consent and release and fully understand it before signing below. I also agree that I am certified and trained in scuba diving as directly below.

Scuba Diver Certification Number

Expiration Date

Signature of Participant

Date

Witness

Date

As a parent or guardian of _____, I am signing this document on behalf of my minor child and agree to specifically bound to all the items and conditions of this agreement.

Parents Name: _____

Parent's Name (Print)

Parent's Signature

Date