

MADISON BOATS WAIVER 2021

I, the undersigned participant and/or guardian (“you”), in consideration of participating in watersports and related activities, and hereby agree to release and discharge from liability arising from any negligence Madison Boats, its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them, hereinafter referred to as “Releasees.” I agree to this release on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and any participant I invite to join in my rental activity. “Madison Boats” includes Madison Boats, LLC, Wingra Canoe & Sailing Center, Inc. d/b/a Wingra Boats, Brittingham Boats, LLC, and Marshall Boats, LLC, with a collective mailing address of 824 Knickerbocker Street, Madison, Wisconsin 53711, hereinafter referred to as “Madison Boats.”

1. I acknowledge that water sport activity, including paddle craft, power boats, lessons, excursions, day camps, involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, accidental drowning, injury caused by contact with hard or sharp objects, hypothermia, infection from water born substances, risk of exposure to communicable diseases, viruses, bacteria or illnesses, including but not limited to COVID-19, slip and fall accidents, and injury from collisions. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity. I understand and expressly accept that the likelihood of injuries increases in relationship to the participants experience and capabilities. I represent that I and my child(ren) (if applicable), guests (if applicable), and all persons represented under my equipment rental (collectively, “Participants”) have sufficient capability to participate in the water sports activities and all other related activities.
2. I expressly accept and assume all risks inherent in this activity or that might be caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in Wisconsin and that the substantive law of Wisconsin shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain any lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release. I agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this Madison Boats Waiver 2021. I agree to be bound by its terms as indicated by my signature or electronic signature below.**