

Participants Names (First and Last)

Adults:

Children:

I am the (father) (mother) (guardian) of the above mentioned **minor(s)**. I consent to the foregoing on behalf of such minor and personally join in the warranties and representations set forth above.

I also agree to indemnify and hold harmless the licensed parties with respect to any claims which the minor(s) may make as a result of the exercise by the licensed parties of their rights hereunder.

Signature: _____ **Date:** _____

Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Home phone: _____ **Cell:** _____

Email: _____

Emergency Contact Name: _____

Phone: _____ **Email:** _____

EOS recreation and Sheboygan Quarry & Adventure Park has implemented all means and personnel necessary to ensure your safety, but this also depends on your attitude in regards to respecting the instructions that have been clearly explained. The RELEASEES are not responsible in the case of marks or tears to clothing and shoes sustained in the courses. The RELEASEES reserve the right to interrupt the activities if the judge that weather conditions demand it.

Wisconsin Statutes 895.525 (3) & (4) States: ... A participant in a recreational activity ... accepts the risk inherent in the recreational activity of which the ordinary prudent person is or should be aware. A participant in recreational activity ... is responsible to do all the the following: Act within the limits of his or her ability

1. Heed all warnings regarding participation in the recreational activity
2. Maintain control of his or her person and equipment devices or animals the person is using while participating in the recreational activity
3. Refrain from acting in any manner that cause or contribute to injury to himself or herself or to other persons while participating in the recreational activity
4. A violation of this law constitutes negligence. Wisconsin State Statutes 895.525 (3) & (4)

Voluntary Release, Acknowledgement, and Acceptance of Risks by Participants

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EOS Recreation LLC DBA Sheboygan Quarry & Adventure Park
3401 Calumet Drive, Sheboygan WI 53081 920-287-3303 www.sheboyganquarry.com

Waiver (Please read carefully)

In order to participate in the activities at Sheboygan Quarry & Adventure Park, I agree to hold harmless EOS Recreations LLC, the Sheboygan Quarry Park Facility and any officials, affiliates, property owners, employees, other participants, advertisers, and promoters. I waive any right to make claims or lawsuits against them. I acknowledge that the activities in which I am or my child or minors under my supervision is about to participate are not essential services provided by EOS recreation LLC, Sheboygan Quarry & Adventure Park.

I understand and acknowledge that there are certain risks involved with the activities in which I am or my child or minors under my supervision are about to voluntarily participate. I understand these risks, known or unknown, anticipated or unanticipated, may result in injury, death, illness, disease, or damage to myself, my child, and minor under my supervision, others, or property. I voluntarily agree and promise to accept and assume all responsibility for injuries, death, illness, disease or damage to myself, my child, and minor under my supervision, others, or property that arise from participation in these activities that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using the quarry, or otherwise, while participating in any activity while in, on, or around the quarry and/or while using any quarry facilities, tools, equipment, or materials. Because the quarry park is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19.

My or my child's participation in these activities is voluntary and no one is forcing us to participate, in spite of the risks. I understand the effect of the waiver and acceptance of risk on my legal rights.

I hereby grant to EOS Recreation LLC dba. Quarry Adventure Park, it's agents and their representatives licensees, successors and assigns (herein collectively called "the licensed parties") the right to use, publish and copyright my name, picture, portrait or likeness, testimonial, voice, video, photographic images, artwork in advertising, promoting and publicizing Sheboygan Quarry Beach (product and service) in any media known or unknown, in any manner or form throughout the world in perpetuity. I agree that any picture taken of me by the licensed parties is owned by them. If I should receive any print or copy of thereof, I shall not authorize its use by anyone else.

I agree that no advertisement or other material need to be submitted to me for any further approval and the licensed parties shall be without liability to me for any distortion or illusionary effect resulting from the publication of my picture, portrait, likeness, photo images or artwork.

By signing this page I agree to the above terms and conditions for myself, my immediate family, and any other guests that are part of my group (including all minors) and my property.

My signature indicates that I have read the above rules and this entire document, understand it completely acknowledge that it cannot be modified or changed in any way by oral representations, and agree to be bound by its terms. This agreement shall be binding on behalf of my heirs, my assigns, my personal representatives, my estate or myself. This waiver remains in effect until the State of Wisconsin lifts all COVID-19 related mandates.

Acknowledgment

The participant(s) is in good physical and mental health and do not suffer from any handicaps or physical conditions that could constitute a danger to myself or others as a result of my participation in the activities, and

I accept to participate in the activities freely.

I am ____ years old. If I am under the age of 18, I have written permission on this document of my parents to participate in the activities. A parent or guardian has signed the reversed side as responsible person(s)