



WHIPLASH RETREAT, LLC

ACTIVITY RELEASE AND AGREEMENT NOT TO SUE

ACKNOWLEDGEMENT OF RISKS

The undersigned, in consideration of permission to use Whiplash Retreat's facilities, voluntarily assumes the risk of injury or even death while participating in recreational activities at Whiplash Retreat. I agree and understand that the activities, including the use of watercraft, whether owned by Whiplash Retreat or not, use of beach, use of trails or any other activities are inherently dangerous and further recognize my responsibility to inspect the facilities and read and obey all signs, rules, and regulations associated with the activities at Whiplash Retreat. There are inherent risks in the participation in or on any watercraft, ATV (whether owned by Whiplash Retreat or not) wilderness trails, docks, and other recreational activities (hereinafter "recreational activities"). Patrons of recreational activities, by participation, accept the risks inherent in such recreational activities of which the ordinary prudent person is or should be aware. Patrons have a duty to exercise good judgment and act in a responsible manner while using the recreational activities and to obey all oral and written instructions and warnings, prior to or during participation. Patrons have a duty to refrain from participating in or on any recreational activities, when under the influence of drugs or alcohol. Patrons have a duty to properly use all recreational activity safety equipment. Other risks include, but not limited to slips and falls, risk of drowning, and other inherent risks associated with swimming, fishing and other activities, wet and dry, that present the risk of injury or death.

RELEASE OF CLAIMS

IN CONSIDERATION OF BEING ALLOWED TO USE WHIPLASH RETREAT, LLC'S FACILITIES, I AGREE THAT I WILL NOT SUE WHIPLASH RETREAT, LLC IT'S OWNERS AND OPERATORS, AND THEIR OFFICERS, MANAGERS, MEMBERS, DIRECTORS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO COLLECTIVELY AS "WHIPLASH RETREAT") AND WILL RELEASE WHIPLASH RETREAT FROM ANY AND ALL LIABILITY IF I AM OR EVER WAS INJURED OR ANY MEMBER OF MY FAMILY IS OR EVER WAS INJURED WHILE USING ANY OF WHIPLASH RETREAT'S FACILITIES OR WHILE PRESENT ON WHIPLASH RETREAT'S PROPERTY, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE ON THE PART OF WHIPLASH RETREAT. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS WHIPLASH RETREAT FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF OR TO ANY PERSON FOR

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Mailing Address: 2415 Anapolis Lane N, Plymouth, MN 55441

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WHOM I AM SIGNING THIS AGREEMENT, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE ON THE PART OF WHIPLASH RETREAT. I FURTHER ACKNOWLEDGE THAT THIS AGREEMENT EXTENDS TO MY PRESENCE AT WHIPLASH RETREAT PURSUANT TO ALL COMPLIMENTARY, PURCHASED, TRADES, EMPLOYEE DISCOUNTED AND VOLUNTEER DISCOUNTED TICKETS OR ANY OTHER TICKETS, PASSES, OR CARDS, PROMOTIONAL OR OTHERWISE, THAT I HAVE OR MAY OBTAIN.

OPTIONAL FEE TO ELIMINATE RELEASE OF LIABILITY

I UNDERSTAND THAT FOR A FEE OF \$50 PER PERSON PER DAY, IN ADDITION TO THE NORMAL DAILY RENTAL RATE. WHIPLASH RETREAT, LLC OFFERS A RENTAL PROGRAM THAT DOES NOT REQUIRE ME TO SIGN A RELEASE OF LIABILITY. IN SIGNING THIS RELEASE OF LIABILITY, I ACKNOWLEDGE I AM AWARE OF THIS OPTION OFFERED BY WHIPLASH RETREAT, LLC AND HEREBY WAIVE MY RIGHT TO PURCHASE THE SAME.

I have read and understood the foregoing **AGREEMENT NOT TO SUE AND ACKNOWLEDGMENT OF RISKS** and am voluntarily signing below, intending to be legally bound hereby. I have made no misrepresentations of my age. If I am signing on behalf of a minor child, I represent and warrant that I am doing so with the consent and approval of my spouse (if any) and I understand that I may be giving up the rights of my child and spouse to sue as well as giving up my own right to sue. **If the undersigned is under (18) years of age, this Release must be executed by a Parent /Guardian/Accompanying adult.**

*Executed the ____ day of _____, 20____, intending to be legally bound hereby.

X _____ x _____
(Signature of participating adult) (Signature of parent/guardian/accompanying adult)

X _____
(Print full name and relationship to Minor)



Additional Children (under age of 18 yrs)

(Print full name and age)

1. * X _____

5. * X _____

2. * X _____

6. * X _____

3. * X _____

7. * X _____

4. * X _____

8. * X _____