

Monona Community Festival Committee Inc.
RELEASE AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING

This document may limit your ability to sue in case of injury

IN CONSIDERATION of receiving permission from MONONA FESTIVAL COMMITTEE INC., hereinafter referred to as Monona Festival Committee Inc., to enter upon the lands and premises of Winnequah Park in the City of Monona. (the "Premises") the receipt of such permission being hereby acknowledged, and in further consideration of receiving permission to participate and receiving the benefits of participation in the Wisconsin Wife Carrying Championships , or other activity held at the Premises, the receipt of such permission and benefit being hereby acknowledged, I hereby release Monona Festival Committee Inc., the City of Monona, its agents, officers, directors, owners, servants, sponsors and employees, of and from any and all liability, claims, demands, actions, and causes of action, whatsoever arising out of or related to any loss, damage, negligence, or injury, including death, that I may sustain, or to any property of mine, while in, on or upon these Premises, or any Premises leased to, owned by, sanctioned by, or under the control or supervision of Monona Festival Committee Inc., or enroute to or from the Premises, or any other Premises leased to or under the control or supervision of Monona Festival Committee Inc. in connection with or related in any way to the Wisconsin Wife Carrying Championships , or other activity held at the Premises

Being duly aware of the risks and hazards inherent upon entering upon said Premises and/or in participating in the Wisconsin WIFE CARRYING CHAMPIONSHPS, or other activity held at said Premises, and having been given an opportunity to inspect said course, venue and premises, I hereby elect voluntarily to enter upon said Premises, knowing the present condition of the Premises and knowing that said condition may change and become more hazardous and dangerous during the time I am upon the Premises. I hereby voluntarily assume and accept all risks of loss, property damage or personal injury, including death from any risks or negligence of any kind, that I may encounter while on premises, and that may be sustained by myself or to any property of mine while in, on, or about said Premises, whether or not connected with or related in any way to my participation in the WISCONSIN WIFE CARRYING CHAMPIONSHPS, or other activity held at the Premises, including any alleged negligence in the operation, maintenance or design of the premises on the part of Monona Festival Committee Inc. or The City of Monona or any of its officers, directors, owners, agents, sponsors, or employees. I also agree to RELEASE, INDEMNIFY, DEFEND and HOLD HARMLESS Monona Festival Committee Inc. and The City of Monona for any claim for any loss, damage, and injury including death that may be sustained by me or to any property of mine, under said circumstances.

I further agree that any claim which I may at any time bring for any reason against Monona Festival Committee Inc. and/or City of Monona or any of its agents, officers, director, owners, servants, sponsors, and employees or any disputes arising out of the use of the Monona Festival Committee Inc. facilities, shall be submitted to the jurisdiction of the State or Federal court in the State of Wisconsin, and that no claim or action shall be brought in any other jurisdiction. This release shall be binding upon myself, and my heirs, next of kin, guardians, trustees, executors, and administrators.

I, additionally give Monona Festival Committee Inc. and The City Of Monona the absolute and irrevocable right and permission to use images of me (or of the minor named above who is under my legal custodianship). I hereby waive all rights regarding the inspection/approval of, sale/resale of, or re-assignment of all photographic materials or any reproduced likeness thereof, and any associated copy produced by resort company, the photographer, or their licensees and assigns in which I appear. Monona Festival Committee Inc. and the City of Monona shall have the absolute right and permission to copyright, publish and re-publish, sell and re-sell, or assign any photographs in which I appear, in whole or in part, composite or distorted in character or in form, without restrictions as to changes or alterations, in any medium and for any purpose whatsoever, including (but not limited to) art/illustration, editorial, promotion, advertising and trade, in perpetuity throughout the world.

If any portion of this Agreement is determined to be, unenforceable, all other parts shall remain in full force and effect.

I HAVE CAREFULLY READ THE FOREGOING RELEASE AND UNDERSTAND THAT THIS IS A CONTRACT THAT WILL LIMIT MY LEGAL RIGHTS AND SHALL BE BINDING ON MY HEIRS AND ASSIGNS.

Participant's Name

Signature

Date

Participant's Name

Signature

Date