

***RELEASE OF LIABILITY***  
***READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS***

In exchange for participation in the activity(ies) identified in Paragraph 9 below (the “Activities”), organized by Midwest Communications, Inc. (collectively, the “Sponsors” and individually, sometimes a “Sponsor”), of 904 Grand Ave., Wausau, Wisconsin, 54403, and/or use of the property, facilities and services of the Sponsor, I agree for myself and the members of my family identified in Paragraph 10 below (“My Family Members”), to the following:

**1: I WILL FOLLOW THE RULES.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the Sponsor, or the employees, representatives or agents of the Sponsor, and to cause My Family Members to do the same.

**2: PARTICIPATION IN THE ACTIVITY(IES) MAY BE DANGEROUS. PLEASE READ THIS SECTION CAREFULLY.** I recognize that there are certain inherent risks associated with the Activities. I recognize that risks of personal injury, illness, disease, or death from participation in the Activities include, but are not limited to, sprains, torn muscles and/or ligaments, fractured, broken or dislocated bones, eye damage, cuts, wounds, scrapes, abrasions, spinal injuries, shock, paralysis, heart attack, or death. I acknowledge that this list of potential injuries and hazards is not exhaustive and that there may be other risks of injury, illness, disease, or death as a result of participating in the Activities. I acknowledge that my and/or my Family Members’ personal property may be damaged or lost. I realize that my and/or My Family Members’ personal skills, experience, fitness, and overall health condition are important factors for me to consider in assessing my willingness participate and to allow My Family Members to participate in light of this waiver of the right to sue for injuries or death which might occur. **WITH FULL KNOWLEDGE OF THESE RISKS AND DANGERS, I ACCEPT THAT BY SIGNING THIS FORM I AM WAIVING MY RIGHTS TO SUE OR RECOVER FOR ANY INJURIES, ILLNESS, DISEASE, OR DEATH WHICH MAY OCCUR TO ME OR MY FAMILY MEMBERS WHILE A PARTICIPANT IN THE ACTIVITY(IES).**

**3: I HEREBY WAIVE, RELEASE FROM LIABILITY, AND COVENANT NOT TO SUE THE SPONSOR,** its employees, directors, officers, and other agents, and their respective personal representatives, heirs, successors, or assigns, or any other participant, with respect to any and all liability for any and all claims of any kind or character, losses, damages, actions, causes of action, or expenses whatsoever which arise out of, in connection with, result from, or relate in any manner to me or My Family Members’ participation in the Activity(ies), or the negligent acts or omissions of the Sponsor or other participants in connection therewith including, but not limited to, any and all such claims for known or unknown, foreseen or unforeseen, **BODILY INJURIES, PERSONAL INJURIES, DEATH, PROPERTY LOSS, PROPERTY DAMAGE,** and all other types of loss or damage, whether occurring prior to, during, or after me or My Family Members’ participation.

**4: I HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD THE SPONSOR HARMLESS** from, against, and with respect to all claims, causes of action, damages, losses, judgments, costs or expenses, including attorney fees and other litigation costs, and any and all other liabilities which may in any way arise from me or My Family Members’ use of or presence upon the facilities or property of the Sponsor.

**5: I HEREBY AGREE TO PAY FOR ALL DAMAGES** to the property and facilities of the Sponsor caused by me or My Family Members’ negligent, reckless, or willful actions or omissions.

**6: I UNDERSTAND THAT WISCONSIN LAW AND ITS COURTS WILL RESOLVE ANY DISPUTES.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Wisconsin law in circuit court for Marathon County, Wisconsin.

**7: I HEREBY ACKNOWLEDGE THAT I UNDERSTAND, HAVE READ, AND HAVE VOLUNTARILY SIGNED THE FOREGOING INDEMNITY AGREEMENT, ASSUMPTION OF RISKS, AND WAIVER OF RIGHTS** and I expressly agree that this agreement is intended to be effective and binding upon myself, my heirs, assigns, personal representative, and estate and for all My Family Members, and that if any portion of this agreement is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. I hereby further agree that I assume full responsibility for risks of bodily injury, personal injury, death, property damage, and all other types of loss and damage described herein and state that I understand that the Sponsor has relied upon this Indemnity Agreement, Assumption of Risks and Waiver of Rights in giving me and My Family Members permission to participate in the Activity(ies).

**8: I hereby grant full permission to the Sponsors, their officers, directors, employees, advertising and promotional agencies, and anyone authorized by any of them to use my name, likeness, voice, photographs, videotaped footage, and biographical data, in whole or in part, in any and all media, for the purpose of advertising, publicity, and trade, and in connection therewith, I hereby release each of them from any and all liability. I agree to the use of my name and likeness for such purposes without limitation and without any compensation whatsoever, except where prohibited by law.**

**9: ACTIVITY(IES):** To take part in WBFM & WXER Earth Day Green Team on Saturday, April 19, 2014 starting at approx 9:00am until approx Noon at Evergreen Park, 3000 Calumet Dr. in Sheboygan, WI. I understand that that I will need to supply my own gloves, bags and any other clean up materials. If I have minor children with me I state that I will keep them in my care and control and list their name(s) below.

**10: MY FAMILY MEMBERS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**PLEASE PRINT LEGIBLE:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**In case of an emergency, please call:**

**Name:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

**Daytime Number:** \_\_\_\_\_ **Evening Number:** \_\_\_\_\_