PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Wisner Rents Canoes, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "WRC"), I hereby agree to release, indemnify, and discharge WRC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that canoeing, kayaking, rafting, tubing and fishing entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: wind and waves may be encountered; your boat could turn over; you can slip or fall during loading or unloading of the craft resulting in damage to equipment or personal injury; exposure to the natural elements can be uncomfortable and/or harmful; you should be aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps; **also prolonged exposure to cold water can result in hypothermia**; exposure to potentially dangerous wildlife, insects, plants; and accidental drowning is also a possibility.

Furthermore, WRC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless WRC 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 WRC's equipment or facilities, **including any such claims which allege negligent acts or omissions of WRC**.
4. Should WRC or anyone acting on their behalf be required to incur attorney's fees and cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against WRC, I agree to do so solely in the state of Michigan, County of Newaygo, and I further agree that the substantive law of Michigan shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of the agreement is found void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against WRC on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

NAME: Print _____NAME Sign _____DATE:_____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of (print minor's names) _____, _____, _____, _____, _____ being permitted by WRC to participate in its activities and to use its equipment and facilities. I further agree to indemnify and hold harmless WRC from any and all claims which are brought by or on behalf of Minor and which are in any way connected with such use or participation by Minor.

Parent or Guardian Name_____ Sign Parent Name _____

COVID -19 PARTICIPANT AGREEMENTS, RELEASE AND ASSUMPTION OF RISK

Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the movement of people and/or the congregation of groups of people. In addition, there are known personal risk factors that can increase your risk of contracting and/or increasing negative outcomes of contracting this disease. These personal risk factors include, but are not limited to, having the following conditions: advanced age (aged 65 and older), positive HIV status, chronic lung disease, diabetes, serious heart conditions, chronic kidney disease, severe obesity (BMI>=40), liver disease, immunocompromised. Persons having one or more of these risk factors should take additional precautions.

Wisner Canoes, Kayaks, Rafts, Tubes, Boats & Cottages AKA Wisner Enterprises, INC, (hereinafter WRC) has put in place preventative measures including enhanced cleaning and social guidelines to reduce the spread of COVID-19. However, these measures may prove to be ineffective due to factors which include, but are not limited to: non-adherence to guidelines by you, by WRC staff, by other WRC customers, and/or by other people that you may come into contact with; failure to properly communicate guidelines to you, failure of properly follow guidelines to stop the spread; failure to anticipate and create guidelines where the virus could be spread; failure to keep current with changing guidelines; failure of cleaning solutions to completely kill the virus; and/or situations in which exposure may be more likely to happen, but cannot be reasonably mitigated. Therefore, WRC cannot guarantee that you and/or your child(ren) will not become infected with COVID-19. Further, visiting WRC and/or participating in any activity at WRC could increase your risk and/or your minor's child(ren)'s risk of contracting COVID-19; and you could reasonably carry COVID-19 exposure to others that you subsequently come into contact with.

On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless WRC, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of WRC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after any and all visits to WRC and/or participation in any WRC activities. By signing this agreement, I acknowledge the contagious nature of COVID-19; that the description of the risk may not be complete; and that other unknown or unanticipated risks may exist. I voluntarily assume the risk that I and/or my minor child(ren) may be exposed to or infected by COVID-19 by visiting and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to WRC staff, other WRC customers, and/or by other people that you and/or your minor child(ren) may come into contact with. I agree that my decision to visit WRC and/or participate in any WRC activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which WRC or its agents is a party shall be in Newaygo County, Michigan.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against WRC on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

NAME: Print _____NAME Sign _____DATE:_____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)
In consideration of (print minor's names) _____, _____, _____, _____, _____ being permitted by WRC to participate in its activities and to use its equipment and facilities. I further agree to indemnify and hold harmless WRC from any and all claims which are brought by or on behalf of Minor and which are in any way connected with such use or participation by Minor.

Parent or Guardian Name_____ Sign Parent Name _____