

PARTICIPATION & INDEMNIFICATION AGREEMENT

I, the participant named below, want to participate in an outdoor activity organized by the Cable Natural History Museum, Inc., a non-profit corporation ("CNHM"), or engage in activities at property owned or controlled by CNHM. In consideration of CNHM allowing me to participate in the activities, by signing below I agree as follows:

1. Definitions. As used herein: (a) the term "Activity" means not just the outdoor activity itself that I have selected, but also those activities sponsored, controlled, permitted, facilitated or organized by CNHM (included being facilitated by CNHM providing or renting equipment to me), which I attend or in which I participate on the day of the Activity; (b) the term "Released Parties" means (i) CNHM, (ii) CNHM's officers, directors, employees and agents, and (iii) any person CNHM has agreed to indemnify as to claims made by participants (such as, but not limited to, owners of the property on which the Activity occurs); and (c) the term "Agreements" means this Participation Agreement and the related Waiver & Release of Liability Agreement.

2. Fitness. I represent and warrant that I have sufficient experience with outdoor activities, and that I have a sufficient level of fitness and health to participate in the Activity. I confirm I am aware that other groups, businesses or organizations offer less grueling, challenging and risky recreational-activities, than does CNHM.

3. Equipment. I acknowledge that it is my responsibility to provide, utilize and maintain the equipment and clothing I bring necessary for my safe participation in the Activities.

4. Rules. I accept and shall abide by CNHM's instructions, rules and regulations. I agree to participate so as to neither endanger myself or others. I agree that if I observe any unusual significant hazard related to an Activity, I will remove myself from participation and bring to the attention of CNHM said hazard immediately.

5. Insurance. I represent and warrant that I currently have, and shall maintain throughout the time that I participate in the Activity, valid and sufficient insurance (be it medical, accident, disability or life insurance) to protect my and my family's interests, or if I do not, that I hereby waive the opportunity to obtain such. I acknowledge CNHM is not an insurance company, and that no one has represented to me that CNHM has obtained insurance that would provide coverage to me if I am injured while participating in an Activity.

6. Outdoor Activities and Risk. Outdoor activities such as are organized, facilitated or enabled by CNHM are enjoyed by millions of people worldwide. Such activities offer participants exercise, and an opportunity to develop skill, and to test one's abilities. Outdoor activities are generally not done in a man-made environment, and thus involve unique and varied risks. Such activities attract participants because of unique experiences involved, the novelty of the environment, and the elements of fun, skill and physical and mental challenges resulting, in part, from the wildness of the setting and the risks involved. CNHM is endeavoring to provide opportunities for outdoor experiences, but wants you to understand that while some of the unwanted risks of outdoor activities can be eliminated, the very nature of outdoor activities makes it impossible, and undesirable, to eliminate all of the risks involved – thus injuries can and do result from such risks of participation. CNHM wants you to understand that outdoor activities involve some inherent level of danger and that injuries can and do occur.

7. Indemnification. I agree to be responsible for bearing any and all costs, expenses and damages sustained by me (or those who depend upon me, or who are responsible for me) that arise out of or related to any claim released by the Agreements. As such, I hereby agree to HOLD HARMLESS, DEFEND and INDEMNIFY the Released Parties (that is, defend and pay any judgments or costs, including investigation costs and attorneys' fees) from any and all claims of mine—and of any spouse, parent, guardian, child, heir, representative or assign of mine—arising from loss or damages (be it property or personal-injury related) due to my attendance at or participation in an Activity.

8. Media Release. I hereby grant my permission to CNHM (and any of its assigns) to use, print, photograph, modify and/or record me or my child for use in audio, video, film or any other electronic, digital or print media.

9. Choices. I enter into these Agreements by my own free will, and acknowledge that I have choices relating to participating or not participating in the Activity. I acknowledge that if I do not want to accept the terms offered in these Agreements, I can choose to forgo participating in the Activity, and choose to participate in some other activities.

10. Binding Effect. I intend these Agreements to be binding upon me, and any spouse, parent, guardian, heir, executor, assigns or successor of mine (collectively, "Successors"). To the extent I have the authority to waive or release any claim that may in the future belong to any Successor arising out of or relating to my participation in or attendance at the Activity, I hereby, by these Agreements, waive and release such claims.

11. Truth. I represent and warrant that I have read these Agreements, and understand them, and that the information I provide as part of the registration process for the Activity is true.

12. Where Disputes Will Be Resolved; Applicable Law. Any controversy or claim relating to the enforceability of these Agreements, or in any way relating to my attendance at or participation in the Activity, shall be solely and exclusively resolved in the Circuit Court of Bayfield County, Wisconsin. I waive any objections I might have to that venue or that court exercising personal jurisdiction over me. I agree that the internal laws of Wisconsin control the interpretation and enforcement of these Agreements (unless admiralty law applies).

13. Severability. These Agreements are intended to be as broad and inclusive as permitted by applicable law, and if any portion of these Agreements are held invalid or void, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

14. Entire Agreement. As to any claim arising out of or related to my attendance or participation in the Activity, these Agreements collectively: (a) supersede any previous oral or written promises or agreements; and (b) are not the result of or modified by any oral representations or statements of any agent or employee of CNHM. These Agreements contain the only agreements between the parties regarding the topics covered in these Agreements, and may only be modified or terminated in a writing signed by myself and CNHM.

PLEASE READ ALL OF THE ABOVE BEFORE YOU SIGN BELOW

Participant's Name _____ Participant's Signature _____ Date _____

(If the participant is less than 18 years of age as of the date of this Agreement, then a parent or legal guardian must enter into this agreement on behalf of the participant by signing below.)

Parent or Guardian's Consent, Representations and Agreements (including Indemnification Agreement)

I, the person signing below, represent and agree that: (1) I have the legal right to enter into the above Participation & Indemnification Agreement ("PAIA") on behalf of the minor participant (the "Participant") (2) I hereby enter into the above PAIA on behalf of myself and on behalf of the Participant; (3) I agree to HOLD HARMLESS, DEFEND and INDEMNIFY the Released Parties from any and all claims of mine – and any spouse, heir, representative or assign of mine – arising from loss or damages (be it property or personal-injury related) due to the Participant's attendance at or participation in the Activity.

Parent/Guardian Signature _____ Date _____

Parent/Guardian Name _____ Relationship _____