

WAIVER AND RELEASE

By my signature below, I agree that I am participating in the **Historic Indian Agency House Archaeological Excavations** (the "Program") conducted at 1490 Agency House Rd. Portage, WI 53901 on the premises of the National Society of the Colonial Dames of America in the State of Wisconsin, ("Owner"), a 501c3 charitable nonprofit organization.

I understand that my participation in the Program may result in personal harm, loss, damage, injury, or death. I acknowledge and accept these risks on behalf of myself, my heirs, executors, and assigns. I acknowledge that Owner does not represent, warrant, or guarantee that the physical location of the Program is safe, appropriate for the Program, or that any equipment used in the Program is in good working order or maintained in proper working order.

Before, during, and after Program, I am solely responsible for determining whether I can or should continue or discontinue my participation in Program, or take actions to protect my health, safety, or physical status. I acknowledge and agree that Owner has no duty to review or evaluate my physical, medical, or mental ability related to my participation in Program, whether before, during, or after such Program.

I agree to conduct myself in a safe and reasonable manner while participating in Program. I agree not to participate in Program while under the influence of medication, drugs, alcohol, while suffering from any medical, health or other condition (including, but not limited to, illness or injury), that may potentially cause harm or injury to me, to another participant, or to the property of Owner.

IN CONSIDERATION FOR MY PARTICIPATION IN THE PROGRAM, ON BEHALF OF MYSELF AND MY BENEFICIARIES, SUCCESSORS, ASSIGNS, AND MY ESTATE, TO THE FULLEST EXTENT ALLOWED BYLAW, I HEREBY WAIVE, RELEASE, FOREVER DISCHARGE, INDEMNIFY, AND HOLD HARMLESS OWNER, AND ALL OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AND AGENTS OF OWNER (COLLECTIVELY, THE "RELEASED PARTIES"), FROM ANY AND ALL LIABILITY, DAMAGES, LOSSES, COSTS, FEES, EXPENSES, CLAIMS, AND CAUSES OF ACTION (INCLUDING, WITHOUT LIMITATION, FOR ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN ENFORCING THIS WAIVER AND RELEASE IN THE EVENT THAT I DO SUE ANY RELEASED PARTIES) IN RESPECT OF ANY INJURY OR ILLNESS (WHETHER MENTAL, PHYSICAL, PSYCHOLOGICAL, OR EMOTIONAL), LOSS OF LIFE, OR ACCIDENT OF ANY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, ARISING FROM OR IN CONNECTION WITH, IN ANY MANNER, PARTICIPATION IN THE PROGRAM, INCLUDING, WITHOUT LIMITATION, FROM ANY NEGLIGENCE OR OTHER FAULT OF ANY RELEASED PARTIES.

I understand that this Waiver and Release is intended to be as broad and inclusive as permitted by law, and I agree that if any portion is held invalid, the remainder of this Waiver and Release will continue in full force and effect.

I acknowledge that I have carefully read this Waiver and Release and fully understand that it is a complete release of all liability and indemnification of Owner and an assumption of risk. I understand that I am waiving any right that I may have to file a law suit to assert a claim against Owner, even for Owner's or its employees or agents own negligence or other fault for any personal injuries or property damage that I might suffer while on or about the Owner's premises. BY SIGNING BELOW, I CONFIRM THAT I HAVE READ, UNDERSTAND, AND HAVE VOLUNTARILY SIGNED THIS WAIVER AND RELEASE.

I confirm that I am at least 18 years of age or that this Waiver and Release contains the name and signature of my parent or legal guardian and his/her relationship to me.

Printed Name of Participant

Signature of Participant

Date

If participant is under 18 years of age:

Signature of Parent or Legal Guardian

Date

Relationship to Participant