

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
THIS IS A LEGAL DOCUMENT - PLEASE READ CAREFULLY

1. Waiver:

In consideration of being permitted to participate in any way in **MKE LUXURY LAKE TOURS, LLC's** activities, including but not limited to: Boating, Swimming, Inflatable Towable Boat Tubes, Jet Skies, etc.

Hereinafter called "**The Activity**", I, for myself, my heirs, personal representative or assigns, **do hereby release, waive, discharge, and covenant not to sue MKE LUXURY LAKE TOURS, LLC.**, its officers, employees, and agents from liability **from any and all claims including the negligence of MKE LUXURY LAKE TOURS, LLC, its officers, employees and agents**, resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, participation in The Activity.

This waiver does not apply to claims resulting from intentional misconduct or gross negligence.

2. Assumption of Risks:

Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another and understand that participating in **MKE LUXURY LAKE TOURS, LLC** involves inherent risks, including but not limited to:

- Drowning or injury due to falling overboard or capsizing while participating in water activities
- Injuries resulting from collisions with other vessels, objects, and propeller strikes
- Injuries resulting from slips, trips, or falls
- Risks due to weather conditions, rough water, or other natural occurrences
- Waterborne illness (i.e. swimmer's ear, seasickness, norovirus)
- Medical conditions triggered by boat movement

3. Passenger Conduct:

To ensure a safe and enjoyable experience for all:

Participants must follow all instructions given within this agreement as well as those instructed by the Captain and Crew. Dangerous and reckless behavior will not be tolerated. The Captain reserves the right to end the tour if any participant poses a risk to themselves, other participants, or the vessel.

i. Alcohol Consumption:

Alcohol consumption is permitted only for guests of legal drinking age (21+). MKE LUXURY LAKE TOURS, LLC., reserves the right to refuse service or terminate the tour for any guests who becomes visibly intoxicated or disruptive. Participants assume full responsibility for their actions and consequences resulting from being under the influence.

There will be no refunds due to termination of tours.

ii. Use of Equipment:

Life jackets, safety gear, and any other equipment provided by MKE LUXURY LAKE TOURS, LLC. must be used as instructed. Participants are responsible for any damage they cause to equipment or the vessel due to negligence and/or misuse.

a. Life Jackets

***Children 13 years of age and younger must wear a properly fitting life jacket** while on a moving boat on coastal water. MKE LUXURY LAKE TOURS, LLC will provide life jackets for the number of participants reserved for the tour.

For children 13 years of age and younger please provide their birthdates and sizes below to ensure proper child size/weight life jackets are available onboard on the date and time of your reservation.

Child Name: _____	Child Date of Birth: _____	Size: _____	Weight: _____
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Child Name: _____	Child Date of Birth: _____	Size: _____	Weight: _____
Child Name: _____	Child Date of Birth: _____	Size: _____	Weight: _____
Child Name: _____	Child Date of Birth: _____	Size: _____	Weight: _____

____ Child participants may be denied boarding if information is not provided for proper child life jacket fittings and/or there are insufficient life jackets for children available due to missing or incorrect information listed at the time of booking.

There will no refunds given if denied boarding.

Adults are not required to wear life jackets however, MKE LUXURY LAKE TOURS, LLC. recommends doing so.

iii. Photography Consent (Optional)

Photos and/or videos are taken during tours for promotional purposes.

If you would like to opt out of having photos/videos taken during your tour insert initials ____.

4. Medical Treatment:

I authorize MKE LUXURY LAKE TOURS, LLC. to obtain emergency medical treatment on my behalf if deemed necessary. I understand I am responsible for any associated medical costs.

____ **I have read the previous paragraphs, and I know, understand, and appreciate these and other risks that are inherent** in The Activity. I hereby **assert that my participation is voluntary and that I knowingly assume all such risks** resulting from my actions or inactions.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD **MKE LUXURY LAKE TOURS, LLC** HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by law of the State of Wisconsin and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Legal Jurisdiction: I agree that this agreement is governed by the laws of the State of Wisconsin and that any legal disputes will be resolved in Milwaukee County.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by the law.

Participant Name: _____

Participant Signature: _____

Date: _____

Parent/Guardian Name: _____

Parent/Guardian Signature (if under 18 years of age): _____

Date: _____