RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK

This Release and Waiver of Liability and Assumption of Risk ("Release") is entered into by and between DS Adventures LLC, a Wisconsin limited liability company doing business as **Kettle Moraine Ski School** (the "Company") and NAME_____ ("Customer") with respect to Customer's participation in various activities such as paddle boarding, kayaking, skiing, and mountain biking with instruction and guidance offered by the Company (the "Activities"). Customer intends to complete a series of __5__ lessons between the date hereof and DATE_____.

NOW, THEREFORE, Customer, on behalf of himself/herself, his/her heirs, assigns, personal representatives, next of kin, and all those claiming by or through him/her, agrees as follows:

1. CUSTOMER HEREBY WARRANTS AND REPRESENTS that: (a) Customer understands that the Activities involve strenuous physical exercise and present the risk of physical contact with others, bodily injury, and/or death to himself/herself and/or others and that said risks may relate to, among other things, the condition and/or maintenance of the equipment used, the locations in which the Activities occur, and/or the conduct of third parties; (b) Customer is in sufficient physical condition to undertake the Activities and has no disability, impairment, or ailment that will be detrimental to his/her health while or after participating in the Activities; (c) Customer assumes full responsibility for his/her health and safety while participating in the Activities and acknowledges that the Company makes no representation or warranty regarding the condition of the equipment used by the Customer; (d) Customer understands that the Company is not a healthcare provider, the Activities may or may not be supervised by the Company, and emergency care may or may not be immediately available in the event of an accident; and (d) except as provided herein, the Company cannot be held responsible for negligent acts resulting in damage or harm befalling Customer during Customer's use of the Equipment or participation in the Activities. _____ [initial]

2. CUSTOMER HEREBY RELEASES, WAIVES, DISCHARGES, HOLDS HARMLESS AND COVENANTS NOT TO SUE THE COMPANY, its agents, or any subdivision, subsidiary, or affiliates thereof, and each of them, their directors, officers, agents, employees, heirs, and assigns (collectively "Released Parties") FROM ANY AND ALL LIABILITY TO CUSTOMER, his/her personal representatives, assigns, heirs, next of kin, and all others claiming by or through him/her FOR ANY LOSS, COST, EXPENSES, OR DAMAGES, AND ANY CLAIM, DEMANDS, LIENS, JUDGMENTS OR SUITS THEREFOR ON ACCOUNT OF INJURY TO THE CUSTOMER OR DAMAGE OR DESTRUCTION OF PROPERTY OR DEATH OF THE RENTER, ARISING OUT OF OR RELATED TO THE CUSTOMER'S PARTICIPATION IN THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASED PARTIES). _____ [initial]

3. CUSTOMER HEREBY acknowledges that prior to signing this Release, he or she had the opportunity to contact the Company to discuss and/or bargain regarding any of the terms set forth herein _____ [initial]

I HAVE READ THIS RELEASE, I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. NEVERTHELESS I HAVE SIGNED IT VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

_____	_____	_____
Date	Print Customer's Name	Customer's Signature

If Customer is under 18 years of age, parents' signatures are required. If only one of the Customer's parents is executing this Release, he/she represents that the undersigned has discussed this Release with the other parent of the Customer and that such other parent has authorized the signing of this Release.

_____	_____	_____
Date	Print Parent's Name	Parent's Signature

_____	_____	_____
Date	Print Parent's Name	Parent's Signature