

This Waiver Form from the waterpark is required for Winter Retreat (Feb 17-19, 2012) in addition to our 2011-12 VCSTUDENT Permission Form.

Accident Waiver and Release of Liability Form
Wildwoods Waterpark
Elk River, MN

Assumption of Risk, Release and Indemnity

The use of the facilities at Wildwoods Waterpark (WWWP) naturally involves the risk of injury, whether the undersigned or someone else causes it. As such, the undersigned agrees that he or she understands and voluntarily accepts this risk and agrees that Lodge Hotels & Resorts, Holiday Inn Minneapolis NW Elk River, Elk Inn Partners, LLC, InterContinental Hotels Group, and any of their affiliated entities or an officer, director, member, agent, servant or employee (hereinafter collectively "WWWP") will not be liable for any injury, including and without limitation, personal, bodily, or mental injury, economic loss or any damage to the undersigned, the undersigned's spouse, the undersigned's children, guest or relative (hereinafter collectively "Guest") resulting from the negligence of WWWP or anyone else using the facilities. If there is any claim by anyone based on any injury, loss, or damage described herein, which involves GUEST, the undersigned agrees to (a) defend WWWP against such claims and pay WWWP for all expenses relating to the claim including, but not limited to, any and all attorney's fees, and (b) indemnify WWWP for all obligations resulting from such claims. This document shall be construed and enforced in accordance with the laws of the State of Minnesota. Any action at law, suit in equity, or other jurisdictional proceeding arising in connection with this document shall be instituted only in the courts of Hennepin County, Minnesota.

Waiver of Liability

The GUEST agrees to release from all liability, discharge and promise not to take legal action against (i) WWWP; (ii) any other guest, visitor, or person present using the facilities or equipment of WWWP; (iii) any designers, manufacturers or installers of the facilities or equipment of WWWP; and/or (iv) the landlord of WWWP for any and all harm or damage to the GUEST in connection with GUEST'S use of any WWWP facilities or equipment or in connection with any activities sponsored by WWWP whether or not such activities take place outside of any premises owned or operated by WWWP. This agreement releases WWWP from any liability to GUEST, their heirs, next of kin, assigns or personal representatives for any losses or damages or claims or demand arising out of GUEST'S personal injuries, damage to property or GUEST'S death, even if WWWP'S individual or collective negligence contributes to such personal injury, damage or death. The undersigned hereby waives any and all claims or actions that may arise against WWWP, its owners, directors, employees or volunteers as a result of any such injury to any such person. Such risks include, but are limited to:

1. Injuries resulting from the negligence of the owners, operators, employees, or volunteer assistants of WWWP; or the negligence of guests, visitors or persons who may be present at WWWP; or the negligence of any designers, manufacturers or installers of the facilities or equipment of WWWP; or the negligence of the landlord of WWWP;
2. Injuries or death resulting from the failure or negligent misuse, by me or by others, of the facilities or equipment or WWWP;
3. Injuries resulting from slips, trips, falls, or other such accidents that occur while using the facilities or which may be caused by other persons' use of the facilities or equipment of WWWP;
4. Injuries resulting from participating in and/or using equipment in connection with activities sponsored by WWWP which may take place outside of any premises owned or operated by WWWP; and
5. Injuries that occur from the negligence or lack of adequate training of those volunteers, agents or employees of WWWP who seek to assist with medical or other help wither before or after injuries have occurred.

The GUEST freely and voluntarily assumes complete personal responsibility for these risks and for the injuries that may occur as a result of these risks, even if such injuries occur in a manner that is not foreseeable at the time this agreement is signed.

BY SIGNING BELOW, THE GUEST ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT THOROUGHLY AND UNDERSTANDS AND ACCEPTS THESE TERMS CONTAINED HEREIN AND THAT NO ORAL REPRESENTATIONS OR STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO GUEST THAT CHANGE, ALTER OR MODIFY ANYTHING WITHIN THE WRITTEN AGREEMENT, BY SIGNING BELOW THE UNDERSIGNED REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO SIGN THIS WRITTEN AGREEMENT ON BEHALF OF ALL INDIVIDUALS WHOSE LEGAL RIGHTS THIS AGREEMENT CONTEMPLATES TO WAIVE. IN THE EVENT AND PORTION HEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING CONTINUE IN FULL LEGAL FORCE AND EFFECT.

X
Signature of Adult (If participant under 18, Parent/Legal Guardian's signature)

X
Date

X
Print Name

Under 18 please print all names: _____

UNATTENDED CHILDREN: Parents/ Guardians signing the waiver for 13-17 years of age and leaving children unattended must supply contact number for emergency situations.

Contact Name

Phone Number