

FLOAT THE FOX – WAIVER & RELEASE OF LIABILITY

For Individual and Group Participants

Effective Date: March 2025

IMPORTANT SAFETY INFORMATION

Float The Fox is committed to the safety of all participants. However, river tubing, kayaking, and other outdoor recreational activities involve inherent risks. This waiver applies to **all participants**, including individuals, groups, and minors.

Participation in these activities is voluntary. Each participant is responsible for determining if they or their minor child are physically fit and capable of safely participating. Those who are pregnant, disabled, or under medical care are encouraged to consult a physician before participating.

ASSUMPTION OF RISK

By participating, all guests acknowledge and accept the risks associated with water-based and outdoor activities, including but not limited to:

- Drowning, sunburn, hypothermia, heatstroke, dehydration
- Collisions, capsizing, entrapment, submerged objects, natural hazards
- Strong currents, changing water levels, or unexpected weather
- Equipment failure or misuse
- Loss or damage of personal items
- Slips, trips, or falls while entering/exiting the river or shuttle
- Actions of other participants

Participants agree to:

- Stay within their own physical limits
- Wear a properly secured personal flotation device (life jacket)
- Maintain control of their equipment at all times

- Avoid reckless or unsafe behavior
- Follow all posted rules and staff instructions

Float The Fox does not supervise participants during their float. All use of equipment is at your own risk.

SHUTTLE SERVICE & TRANSPORTATION

Float The Fox provides complimentary shuttle transportation to and from the river launch site. By participating, you understand and accept the risks associated with travel in company vehicles, which may include:

- Motor vehicle accidents or sudden stops
- Entering or exiting the vehicle
- Behavior of other passengers
- Mechanical failure, delays, or road hazards

By signing this waiver, you release Float The Fox and its affiliates from liability for any injuries, accidents, or incidents that occur during transportation in company-provided vehicles.

GROUP PARTICIPATION WAIVER (IF APPLICABLE)

If you are signing this waiver on behalf of a group:

- You confirm you are the designated **responsible party** for the group
 - You have **shared this waiver with all group members**, including parents/guardians of minors
 - You confirm that **each participant understands and agrees** to the terms
 - You agree to **assume full legal responsibility** on behalf of all participants in your group
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WAIVER & RELEASE OF LIABILITY

By agreeing to this waiver, you (and your group, if applicable) release Float The Fox, including its owners, employees, agents, and affiliates, from any and all claims for injury, death, illness, property damage, or other losses resulting from:

- Use of tubes, kayaks, life jackets, or other equipment
- Participation in any water activity
- Travel in company shuttles or vehicles
- Activities occurring on or around the Float The Fox property or premises

This release is valid under the laws of both **Illinois** (740 ILCS 130/4) and **Wisconsin** (§ 895.52, Wis. Stats), and applies whether caused by ordinary negligence or otherwise.

EQUIPMENT LIABILITY & DAMAGES

All rented equipment must be returned in good condition. You agree to be held financially responsible for any equipment that is lost, stolen, destroyed, or damaged beyond normal wear and tear. The responsible party will be charged accordingly.

FINAL ACKNOWLEDGEMENT

By checking the waiver box at checkout or signing this form in person, you confirm:

- You have read and fully understand this waiver
- You are agreeing on behalf of yourself and, if applicable, your entire group
- You have the authority to accept these terms for all participants
- You voluntarily assume all risks and agree to release Float The Fox from any and all liability

This digital acceptance shall carry the **same legal force and effect as a handwritten signature**.