



RELEASE OF LIABILITY
READ CAREFULLY
This affects your legal rights

In exchange for participation in the activity of Use of or participation in Swimming Pool, Hot Tub, Jumping Pillows, Wagon Rides, Horse Lessons, Ponds and anything owned or operated by/organized by Breezy Hill Camp, LLC dba Breezy Hill Campground ("Breezy Hill Campground"), of N4177 Cearns Lane, Fond du Lac, WI 54937 and/or use of the property, facilities and services of Breezy Hill Campground,

I, _____ agree for myself and (if applicable) for the members of my family and others at my rental site, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Breezy Hill Campground, or the employees, representatives or agents of Breezy Hill Campground.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Breezy Hill Campground for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Breezy Hill Campground whether caused by the fault of myself, my family, Breezy Hill Campground or other third parties.
3. I agree to indemnify and defend Breezy Hill Campground against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way rise from my or my family's use of or presence upon the facilities of Breezy Hill.
4. I agree to pay for all damages to the facilities of Breezy Hill Campground caused by my or my family's negligent, reckless or willful actions.
5. Any legal or equitable claim that may arise from participation in the above shall be resolved under Wisconsin law.
6. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Breezy Hill Campground has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
7. This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language or provision giving rise to such ambiguity.
8. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
9. Any controversy of claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
10. I am aware that the campground cannot guarantee that the sanitary and other measures employed by the campground will prevent COVID 19 or any other infectious disease. I agree that I stay at the campground at my own risk. I agree that the campground is not liable for infections sustained or experienced. In the event that I should, notwithstanding this waiver, assert any claim against the campground, I waive any right to trial by jury. Any claim shall be heard in arbitration conducted according to the rules of the American Arbitration Association, applying the laws of the State of Wisconsin. I understand that the social distancing and other health requirements are not optional and will be enforced. I also agree that in the event that the campground determines it is necessary to ask me or my family/guests to leave the campground for any reason, I will immediately and peacefully leave the campground without refund.

In case of a emergency, please call _____

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Signature: _____ Dated: _____ Site # _____