



RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "me") desires to participate in Blossom IDD Programs ("**Activity**") provided by Blossom IDD, Inc., a Wisconsin corporation with offices located at W62N510 Washington Avenue, Cedarburg, Wisconsin 53012 ("**Blossom IDD**"). In consideration of the intangible value that I will gain by participating in the Activity and in recognition of Blossom IDD's reliance hereon, I agree to all the terms and conditions set forth in this instrument ("**Release**").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF BLOSSOM IDD INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF BLOSSOM IDD OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known, against Blossom IDD, and its officers, directors, manager(s), employees, agents, affiliates, shareholders/members, successors, and assigns (collectively, "**Releasees**"), arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of Blossom IDD or any Releasees or otherwise. I covenant not to make or bring any such claim against Blossom IDD or any other Releasee, and forever release and discharge Blossom IDD and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Wisconsin law does not permit to be released by agreement.

I shall defend, indemnify, and hold harmless Blossom IDD and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against Blossom IDD or any other Releasees in a final non-appealable judgment, arising out or resulting from any claim of a third party related to my participation in the Activity, including any claim related to my own negligence or the ordinary negligence of Blossom IDD.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless Blossom IDD from any claim based on such treatment or other medical services.

This Release constitutes the sole and entire agreement of Blossom IDD and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of Blossom IDD and me and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or

rule (whether of the State of Wisconsin or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Ozaukee County, Wisconsin and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE BLOSSOM IDD.

Signed:

Printed Name:

Address:

Date: _____

I am the parent or legal guardian of the individual named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

Signed:

Printed Name of Parent or Legal Guardian:

Address:

Date: _____