SUMMIT FEST PARTICIPATION AGREEMENT - RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Summit Credit Union, a Wisconsin credit union with a principal place of business at 4800 American Parkway, Madison, Wisconsin 53718 ("Summit") is providing its Annual Summit Fest on May 21, 2017 at the Mallards Stadium at Warner Park, 2920 N Sherman Ave. Madison, Wisconsin ("Fest"). In consideration for being permitted to participate in the Fest, I agree to all the terms and conditions set forth in this Release of Liability and Assumption of Risk ("Release"). By indicating my acceptance to this Release, I expressly represent that I understand and agree to all of the following terms and conditions:

1. ASSUMPTION OF RISK. I understand that activities during the Fest may be dangerous and may involve the risk of serious injury, death and/or property damage. For example, there may be adverse weather conditions and the activities may involve strenuous physical activity, hazardous obstacles and physical contact. I understand that the activities during the Fest may not be supervised and that Summit is not a health care provider. Accordingly, if I am injured or harmed, I may not be able to receive immediate emergency care. I fully assume all risks involved in my participation in the Event, including the risk of serious injury, death and/or property damage. I acknowledge that any harm or injuries that I sustain may be compounded by negligent emergency response or rescue operations of Summit. I AM VOLUNTARILY PARTICIPATING IN THE FEST WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF SUMMIT OR OTHERWISE.

2. CONSENT TO MEDICAL TREATMENT. I consent to administration of first aid and other medical treatment in the event of injury or illness during the Fest, and hereby release and indemnify Summit, and its officers, directors, employees, agents, affiliates, shareholders/members, successors and assigns (collectively, "Releasees") from any and all liability or claims arising out of such treatment.

3. RELEASE. I expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against Summit, and its officers, directors, employees, agents, affiliates, shareholders/members, successors and assigns (collectively, "Releasees") from my claims or any claims of my personal representatives, heirs or next of kin, relating to or attributable to my participation in the Fest, whether arising out of the negligence of Summit, any Releasees or others. I will not make or bring any such claim against Summit or any other Releasee, and forever release and discharge Summit and all other Releasees from liability under such claims.

4. INDEMNITY. I agree to defend, indemnify and hold harmless Summit, Madison Mallards (Madison Mallards LLC) and the Northwoods League and the Releasees from and against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorney fees) arising out or resulting from any claim of a third party related to the Fest.

5. OPPORTUNITY TO REVIEW. I acknowledge that prior to signing this Release, I had the opportunity to consult with a representative of Summit and to seek legal advice regarding the terms of this Release.

6. MEDIA RELEASE. I acknowledge that during the Fest, photos, video, and audio recordings may be taken of participants, spectators and vendors. I expressly give Summit the irrevocable and unlimited right to use any such recordings of me for its business purposes, including in promotional and informational materials, without any compensation to me or prior approval by me.

7. CANCELLATION. I understand that Summit reserves the right, in its sole and absolute discretion, to postpone, cancel, or modify the Fest. I also understand that no refunds will be granted in the event of any such postponement, cancellation or modification.

8. AGE & HEALTH. I attest and verify that, unless otherwise indicated below and parental consent is provided, I am over 18 years of age. I further attest that I am free from all illnesses, injuries and defects that could interfere with my
safe participation in the Fest and that I am physically fit and sufficiently trained to participate in all activities associated with the Fest. My participation in activities and events organized or sponsored by Summit is entirely voluntary.

9. GENERAL. This Release constitutes the sole and entire agreement of Summit 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 deemed invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Release, nor invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of Summit, me and our 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. Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Dane County, Wisconsin and I hereby consent to the exclusive jurisdiction of such courts.

TERMS, CONDITIONS AND DISCLOSURES OF VOLUNTARY DONATION

If you elect to make a donation to the “Summit Money Smarts Fund” (the “Fund”) to be administered by Madison Community Foundation (“MCF”), you acknowledge that your donation is voluntary by clicking, “I Agree” below.

You hereby appoint Summit as your agent for the limited purposes of (i) delivering the funds constituting your donation to Madison Community Foundation (MCF); and (ii) provide certain of your nonpublic personal information (“NPI”) to MCF as necessary to administer and effect the donation. You authorize your NPI to be shared by MCF to the extent necessary to effect and administer the donation. NPI may include your name, address, phone number, the amount of your donation, the fact that you are a member of Summit, and any other information as necessary to effect and administer the donation.

You hereby agree and acknowledge that MCF will be responsible for the transmittal of all income tax-related documents, notices, receipts and instruments (including contemporaneous written acknowledgement of your donation) necessary to qualify your donation for an income tax deduction as a charitable donation. You acknowledge that Summit is in no way responsible for transmitting such documents or for undertaking any action to facilitate your entitlement to a charitable deduction and that Summit makes no representation regarding the tax deductibility of the donation. By clicking “I Agree” you waive any and all claims against Summit originating from or relating in any way to your donation.

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

Signature

Date

Address:

Date of Birth:
IF YOU ARE UNDER 18 YEARS OF AGE, PARENTAL CONSENT IS REQUIRED. I, as the parent or legal guardian of the minor named above, have the legal right to consent to and, by signing below, I hereby do consent to all of the terms and conditions of this Release.

__________________________________________
Signature                                      Date

Address:
__________________________________________
__________________________________________

Relationship to Participant:_________________