



## 2022 - Participant WAIVER, RELEASE & INDEMNITY AGREEMENT

Forest Lake, ACSion Acres LLC, & SS&B Holding

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I (the person signing below) have requested that Forest Lake, ACSion Acres LLC, & SS&B Holdings (the "Owner") allow me (and/or my minor child(ren)) to voluntarily participate in water sports and other activities (swimming, water skiing, tubing, other water sports, volleyball and all other activities) on the Owner's Lake and property located at 26598 M-140, South Haven, Michigan (the "Site"). The Owner has agreed to this request, in consideration of the terms set forth in this Waiver, Release, and Indemnity Agreement ("Agreement"). This Agreement is made on my own behalf, and on behalf of my spouse, children, personal representative, heirs, successors, and assigns. If I am signing this Agreement on behalf of a minor, I represent and warrant that I am the minor's parent or legal guardian, and I contract and agree that the minor and I will both be bound by this Agreement.

2. The Activities. The activities covered by this Agreement include all water sports, land-based sports, and all other activities of any kind or nature that may occur on the Site, whether or not those activities are specifically enumerated above (the "Activities"). In signing this Agreement, I acknowledge that the Activities include certain risks of property damage, personal injury, and death. I am aware of the conditions of the Site, know that it is my responsibility to observe those conditions before I engage in any Activities, and know that the Activities may include exposure to extreme conditions and circumstances, contact with other participants, boats, manmade objects, and natural objects, adverse weather and water conditions, imperfect ski course and equipment conditions, equipment failures, and risks which are unforeseen or unknown. I represent and warrant that I am in proper physical condition to participate in the Activities, and I agree to be solely responsible for my own safety and well-being at all times and under all circumstances, and I assume the risk of property damage, personal injury or death at all times when I am engaged in any Activities and/or on the Site.

3. The Parties. This Agreement is intended to benefit the Owner and its principals, all boat and vehicle owners, and all other Activity participants and/or persons using or on the Site, specifically including third-parties (collectively the "Benefitted Parties"). The Benefitted Parties are intended third-party beneficiaries of this Agreement, and are entitled to enforce the terms of this Agreement.

4. Scope of the Agreement. This Agreement is intended to include all Activities of any kind or nature that may occur on the Site. I understand that the risks covered by this Agreement can be caused by my own acts or omissions, or by the negligence, actions or omissions of others, and it is my intent that Agreement inure to the benefit of all of the Benefitted Parties, either directly as Owner or as third-party beneficiaries of this Agreement, and even if the claim arose in whole or in part due to the negligence, actions or omissions of one or more Benefitted Parties.

5. Releases and Obligations. In signing this Agreement, I contract and agree to (i) release, waive and covenant not to sue any Owner or other Benefitted Parties relating to any claim relating to any Activity occurring on or relating to the Site, including claims arising as a result of any alleged negligence, action or omission of myself or others; and (ii) indemnify, defend and hold the Owners and Benefitted Parties harmless from any such claim(s).

\_\_\_\_\_ **(Initial) I agree - I have read this Agreement carefully, understand that it involves the waiver of certain legal rights, and I agree to be bound by this Agreement (for myself, and on behalf of any minor child(ren)).**



**Photograph and Publicity Release (Optional)**

I (the person named and signing below) give my release to SS&B Holdings, LLC and ACSion Acres, LLC ("the Property), permission to use mine and my minor child(ren)'s (if named above) name, likeness(es), image(es), voice(es), and/or appearance(s) as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of activities on the Property. I agree that the Property has complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose consistent with the Property's mission. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the Internet.

I acknowledge that I will not receive any compensation, etc for the use of such pictures, etc., and hereby release the Property and its agents and assigns from any and all claims which arise out of or are in any way connected with such use.

\_\_\_\_\_ **(Initial) *Optional* - I give my consent to the Property to use mine and/or my child(ren)'s name and likeness to promote the Property's programs and activities.**

**Signer information**

**Name (First and Last):** \_\_\_\_\_

**House and Street (address):** \_\_\_\_\_

**City, State, ZIP (address):** \_\_\_\_\_

**Phone number:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

\_\_\_ **I have minor children (under 18 years of age) joining me at Forest Lake**

Name(s) of minor children covered by this agreement: \_\_\_\_\_

\_\_\_\_\_

\_\_\_ **Please include me in future mailings and online announcements for Forest Lake**