

46856 24<sup>th</sup> Ave. Bloomindale, MI 49026

**Accident Waiver and Release of Liability Form**

**Assumption of Risk, Release and Indemnity**

The use of the facilities at Scott Lake Resort naturally involves the risk of injury, whether the undersigned or someone else causes it. As such, the undersigned agrees that he or she understands and voluntarily accepts the risk and agrees that Scott Lake Resort and any of their affiliated entities or an officer, director, member, agent, servant or employee (hereinafter collectively "Scott Lake Resort") will not be liable for any injury, including and without limitation, personal, bodily, or mental injury, economic loss or any damage to the undersigned, the undersigned's spouse, the undersigned's children, guest or relative (hereinafter, collectively "Guest") resulting from the negligence of Scott Lake Resort or anyone else using the facilities. If there is any claim by anyone based on any injury, loss, or damaged described herein, which involves GUEST, the undersigned agrees to (A) – defend Scott Lake Resort against such claims and pay Scott Lake Resort for all expenses relating to the claim including, but not limited to, any and all attorney's fees, and (B) –Indemnify Scott Lake Resort for all obligations resulting from such claims. This document shall be construed and enforced in accordance with the laws of the State of Michigan. Any action at law, suit in equity, or other jurisdictional proceeding arising in connection with this document shall be instituted only in the courts of Bloomindale, Michigan.

**Waiver of Liability**

The GUEST agrees to release from all liability, discharge and promise not to take legal action against (i) Scott Lake Resort, (ii) any other guest, visitor, or person present using the facilities or equipment of Scott Lake Resort; (iii) any designers, manufacturers or installers of the facilities or equipment of Scott Lake Resort ; and/or (iv) the connection with any activities sponsored by Scott Lake Resort whether or not such activities take place outside of any premises owned or operated by Scott Lake Resort. This agreement releases Scott Lake Resort from any liability to GUEST, their heirs, next of kin, assigns or personal representatives for any losses or damages or claims or demand arising out of GUESTS personal injuries, damage to property or GUESTS death, even if Scott Lake Resort's individual or collective negligence contributes to such personal injury, damage or death. The undersigned hereby waives any and all claims or actions that may arise against Scott Lake Resort, its owners, directors, or employees or volunteers as a result of any such injury to any such person. Such risks include, but are not limited to:

- Injuries resulting from the negligence of the owners, operators, employees, or volunteer assistants of Scott Lake Resort or the negligence of guests, visitors or persons who may be present at Scott Lake Resort; or the negligence of the landlord or Scott Lake Resort
- Injuries or death resulting from the failure or negligent misuse, by me or by others, of the facilitators or equipment or Scott Lake Resort;
- Injuries caused from slips, trips, falls, or other such accidents that occur while using the facilities or which may be caused by other persons' use of the facilities or equipment of Scott Lake Resort
- Injuries resulting from participating in and/or using equipment in connection with the activities sponsored by Scott Lake Resort which may take place outside of any premises owned or operated by Scott Lake Resort; and...
- Injuries that occur from the negligence or lack of adequate training of those volunteers, agents, or employees of Scott Lake Resort who seek to assist with medical or other help with before or after injuries have occurred.

The GUEST freely and voluntarily assumes complete personal responsibility for these risks and for the injuries that might occur as a result of these risks, even if such injuries occur in a manner that is not foreseeable at that time this agreement is signed.

BY SIGNING BELOW, THE GUEST ACKNOWLEDGES THAT HE OR SHE HAS READ THE AGREEMENT THOROUGHLY AND UNDERSTANDS AND ACCEPTS THESE TERMS CONTAINED HEREIN AND THAT NO ORAL REPRESENTATIONS OR STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO GUEST THAT CHANGE, ALTER OR MODIFY ANYTHING WITHIN THE WRITTEN AGREEMENT, BY SIGNING BELOW THE UNDERSIGNED REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO SIGN THIS WRITTEN AGREEMENT ON BEHALF OF ALL INDIVIDUALS WHOSE LEGAL RIGHTS THIS AGREEMENT CONTEMPLATES TO WAIVE. IN THE EVENT AND PORTION HEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOT WITHSTANDING CONTINUE IN FULL LEGAL FORCE AND EFFECT.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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## Lake Rules

The following are rules that we ask all Guests to observe. Each person using the lake

frontage is a guest of the Carlson family.

- No motor vehicles are permitted on the lake frontage.
- Warning: **No lifeguard on duty!** Guests and their guests **swim at your own risk.**
- No running, jumping, or diving from the dock area.
- No grilling on the gazebo or dock area.
- No standing on the seats & tables on the gazebo.
- No climbing on or hanging off the gazebo.
- Do not crawl or climb on boats docked in slip areas.
- Any damage to the equipment Etc. will be the responsibility of the signee below.
- The lake area is closed to Guests after 10:00 P.M.
- Area should be kept clean. Guest and their guest will keep area clear of clutter and garbage (cans, plates, bottles, fishing tackle, etc.).

I have read the mentioned ruled and will abide by them. In addition, I will inform my guest of these Rules.

Signed and printed by Guest:

\_\_\_\_\_  
\_\_\_\_\_

Print name

Sign name

Date: \_\_\_\_\_

**This must be signed and dated before lake area can be used!**