



LAKE AND NON-MOTORIZED WATERCRAFT USE WAIVER AND RELEASE OF LIABILITY

Property Address: _____

Guest Name(s): _____

Reservation Dates: _____

1. Acknowledgment of Risk

The undersigned Guest(s) hereby acknowledge that the use of the lake located on the subject premises with their own non-motorized watercraft (including but not limited to kayaks, canoes, paddleboards, rowboats, and similar vessels) involves inherent risks, including but not limited to the risks of personal injury, illness, permanent disability, or death, as well as property damage or loss. Guest(s) acknowledge that such risks may arise from, among other things, drowning, capsizing, collision with underwater or surface obstacles, slipping, falling, exposure to cold water temperatures, weather conditions, aquatic wildlife, entanglement in aquatic vegetation, equipment failure, or misuse of watercraft, and that such risks are foreseeable and unforeseeable in nature.

2. Voluntary Use and Responsibility

Guest(s) affirm that the use of the lake and their personal non-motorized watercraft is entirely voluntary. Guest(s) further represents and warrant that they are in good health and physically capable of safely operating their watercraft and swimming if necessary. Guest(s) agrees not to use the lake or watercraft while under the influence of alcohol, drugs, or any other substance that may impair their physical or cognitive abilities. **NO ALCOHOL is permitted while using the lake or operating any watercraft.** Guest(s) further agrees that no person under the age of eighteen (18) shall use the lake or any watercraft unless under continuous supervision by a responsible adult, and that all minors must wear U.S. Coast Guard approved personal flotation devices (life jackets) at all times while on or near the water.

3. Equipment and Safety

Guest(s) acknowledge that they are solely responsible for providing, maintaining, and inspecting their own watercraft and safety equipment. Guest(s) confirm that their watercraft is in safe operating condition and appropriate for use on the lake. The property owner does not provide, inspect, or maintain any watercraft or safety equipment unless specifically stated in writing.

4. Waiver and Release

To the fullest extent permitted by law, Guest(s), on behalf of themselves and their respective heirs, successors, assigns, and personal representatives, hereby irrevocably waive, release, and discharge the property owner, host, manager, and any affiliated entities, employees, agents, or representatives (collectively, the "Released Parties") from any and all claims, demands, causes of action, damages, liabilities, or losses, whether known or unknown, arising out of or related in any way to the use of the lake or any watercraft, including but not limited to claims based on negligence, premises liability, dangerous conditions of the lake or surrounding areas, or any other legal theory.

5. Indemnification

Guest(s) further agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, liabilities, damages, losses, costs, or expenses, including reasonable attorneys' fees and court costs, arising out of or related to Guest(s)' use or misuse of the lake or their watercraft, including but not limited to claims brought by any third party or co-occupant.

By signing below, Guest(s) acknowledge that they have carefully read this Waiver and Release, fully understand its contents, and voluntarily agree to its terms.

Guest Signature: _____ **Date:** _____

Print Name: _____

Guest Signature: _____ **Date:** _____

Print Name: _____

Additional Guest Signature: _____ **Date:** _____

Print Name: _____

IMPORTANT: This waiver shall remain in effect for the entire duration of the Guest(s)' stay at the property.