

MOUNTAIN LAKES LODGE and NORTH SHORE RESORT

**10480 US Highway 34
Grand Lake, CO 80447
Telephone: (970) 627-8448**

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY. YOU MUST UNDERSTAND IT BEFORE SIGNING IT.

FULL NAME: _____

HOME ADDRESS (mailing address and physical address, if different):

HOME PHONE NO:

CELL PHONE NO.:

DO YOU HAVE ANY MEDICAL CONDITIONS OR ALLERGIES WE SHOULD BE

AWARE OF? CHECK ONE YES NO

IF SO, PLEASE DESCRIBE: _____

I, the above-named person, being over the age of 18 years, or the legal guardian of the above named person who is under the age of 18 years, in consideration of the use of personal water craft/boats and accessory items and of the rates charged for those services, if any, hereby acknowledge, agree, promise and covenant with Su Casa Propia, LLC, a Delaware limited liability company, d/b/a Mountain Lakes Lodge and d/b/a North Shore Resort (hereinafter referred to as "Releasee") as follows.

ACKNOWLEDGEMENT OF RISK

Although Releasee has made available equipment so that I might enjoy an activity, Releasee has informed me that this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my personal property, or accidental injury, illness or in extreme cases, permanent trauma, disability, or death.

Among these risks are, without limitation, the following: (1) the nature of the activity itself; (2) the acts or omissions, negligent in any degree, of Releasee, its members, managers, agents, representatives, and employees; (3) the acts or omissions, negligent in any degree, of other persons or entities; (4) latent or apparent defects or conditions and malfunctions, in equipment or property supplied by Releasee or others; (5) weather; (6) use or operation, by myself or others, of equipment supplied by Releasee or others, including equipment supplied by me; (7) water conditions; (8) contact with plants, animals, rocks, or debris; (9) my own physical, mental or emotional condition, or my own acts, omissions or misrepresentations; (10) conditions of roads, trails, waterways, lakes (both surface and underwater), docks, piers, or terrain connected with their use; (11) first aid, emergency treatment or other services rendered; (12) the remoteness of the area and the delay in or difficulty of obtaining emergency services; (13) behavior, death or disease of animals (14) my use of prescription drugs, alcohol, controlled substances, or marijuana and the like.

I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, may also result in injury, death, illness or disease, or damage to or loss of property. It is my intent that this waiver and release be all-inclusive. I acknowledge that the staff of Releasee has fully explained to me or I am otherwise fully aware of the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

ACCEPTANCE OF RISK AND RESPONSIBILITY

Being aware that this activity entails risk, I agree, covenant, and promise and assume all responsibility or liability and risk for injury, death, illness, disease, or damage to or loss of property arising out of or in any way connected with the participation in this activity to myself. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the risks. I hereby certify that I am fully capable, physically, mentally, and emotionally, of participating in this activity. I further agree to be responsible for any equipment provided by Releasee which I lose, damage, or destroy, and I will notify Releasee immediately upon the occurrence of loss, damage or destruction. I will promptly make payment therefor upon receipt of an invoice.

RELEASE

I hereby knowingly and voluntarily release and forever discharge David G. Hook and Cathy M. Hook, Releasee and their members, managers, agents, representatives, attorneys, and employees, and all other persons or entities from any and all liability, claims, demands, actions or rights of action, loss, damages, injury to persons or property, which are related to, arising out of or in any way connected with my participation in this activity and the use of such equipment, including specifically but not limited to the negligent acts or omissions of David G. Hook and Cathy M. Hook, and Releasee, their members, managers, agents, representatives, attorneys, and employees, and all other persons or entities, including reasonable attorney's fees and costs.

I further agree, promise and covenant to hold harmless and indemnify David G. Hook and Cathy M. Hook and Releasee, their members, managers, agents, representatives, attorneys, and employees, and all other persons or entities for any injury to person or property, death, illness, disease or damage, expenses, loss, and costs including reasonable attorney's fees. I further agree, promise and covenant to waive any and all rights, claims, causes of action or rights to a certain claim or claims which I may have or acquire against Releasee and David G. Hook and Cathy M. Hook. I further agree, promise and covenant not to sue, assert, or otherwise maintain or assert any claim of any nature whatsoever against David G. Hook and Cathy M. Hook, Releasee and their members, managers, agents, representatives, attorneys, or employees, and all other persons or entities, for any injury, death, illness or disease, or damage to or loss of my property, arising out of or in any way connected with my participation in this activity.

ACKNOWLEDGEMENT OF EFFECT OF THIS RELEASE AGREEMENT

I understand and acknowledge that by signing this document I have given up certain legal rights or possible claims which I might otherwise be entitled to assert or maintain against David G. Hook and Cathy M. Hook, Releasee and their members, managers, agents, representatives, attorneys, and employees, and other persons or entities, including specifically, but not limited to, rights arising from or claims or the acts or omissions, negligence in any degree, of David G. Hook and Cathy M. Hook, and Releasee, their members, managers, agents, representatives, attorneys, and employees, and all other persons or entities.

RIGHT TO REFUSE

Releasee reserves the right to refuse to allow any person for any reason including, but not limited to, the participant's failure or refusal to comply with any instructions, requirements, rules, regulations, directions, imposed by Releasee, its agents and employees to use the equipment or by any governmental agency; the use of alcohol, prescription drugs, controlled substances, marijuana by me; failure to have an appropriate life jacket; or my perceived physical, mental or emotional state, or for no reason at all. This provision shall not create an obligation on the part of Releasee to establish my ability to participate in this activity.

AUTHORITY TO BIND MINORS

If the above named person is a minor or otherwise incapacitated I, the undersigned, represent and warrant to Releasee that I am the parent or legal guardian of the above named person and that I am authorized to sign this document on behalf of and to bind the person. I consent to the person's participation in these activities with knowledge of and in spite of the risks. I affirm that I have read and understand this document and I agree that the person shall be bound by all of the terms of this agreement, both now and after the person's age of majority or end of any incapacitating condition. I hold harmless and indemnify David G. Hook and Cathy M. Hook, Releasee, their members, managers, agents, representatives, attorneys, and employees for any claims, damages, actions, causes of actions, including reasonable attorney's fees and costs, incurred as a result of my misrepresentation or breach of warranty under this provision.

NO GUARANTEES OR WARRANTIES; ENTIRE AGREEMENT

There are no guarantees or warranties, express or implied, as to the equipment to be provided or the use thereof. I understand that this is the entire agreement between myself and Releasee and that it cannot be modified or changed in any way by the representations or statements of any member, manager, employee, representative or agent of Releasee, or by me.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY AND AGREE TO BE BOUND BY ITS TERMS.

SIGNATURE: _____ DATE: _____
(Participant or parent or legal guardian of a person)

PRINT FULL NAME OF PARENT OR GUARDIAN: _____

ADDRESS OF PARENT OR GUARDIAN: _____
