

WATER SPORTS PARTICIPATION
UNCONDITIONAL GENERAL RELEASE FROM LIABILITY

Please read the following carefully before deciding to participate. By signing this document, you are expressly agreeing to KNOWINGLY, FULLY AND TOTALLY RELEASE R & B Marina, LLC (doing business as Pine Lake Marina), its owners, affiliates, members, agents, guests and employees (hereinafter "the Released Parties") FROM ANY AND ALL CLAIMS, including but not limited to active or passive negligence, arising out of any act, omission, or condition, and extending to include any act, omission, or condition in any way connected with your participation in, including transit to and from, the Water Sports Activities (as defined below), including but not limited to boating, wakeboarding, wakesurfing, water skiing, paddle boarding, kayaking and activities while at Pine Lake Marina and Pine Lake, whether in our boat or your boat, and including any act or omission while visiting Pine Lake Marina or traveling to or from Pine Lake Marina by water or by land ("Water Sports Activities").

A. EXPRESS ASSUMPTION OF ALL INHERENT RISKS OF WATER SPORTS ACTIVITIES

There are numerous risks inherent in and associated with participation in Water Sports Activities. By executing this document, you are acknowledging that participation in Water Sports Activities is an inherently dangerous activity that involves risks of death and/or serious bodily injury that cannot be prevented or avoided even by the exercise of reasonable care. The following list, though not exhaustive, exemplifies many of the types of risks and potential injuries you could encounter in connection with your participation in water sports.

- changing water flow, tides, currents, wave action, eddies, whirlpools, and vessel wakes;
- collision with other participants; collision with watercraft, whether owned or operated by the Released Parties, collision with man-made or natural objects;
- the negligent actions and/or omissions of other participants;
- your own actions and/or omissions, your level of competency as to the activity, and your own physical and mental conditions;
- your sense of balance, physical coordination, ability to operate equipment, and ability to swim;
- wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature;
- collision, capsizing, sinking, falling, slipping or other hazards that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into any body orifices, and/or drowning;

- the presence of insects, wild animals, as well as dangerous plant life, bacteria, amoebas, and marine life forms; equipment failure, improper use of equipment and/or impacting equipment;
- heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration;
- fatigue, chill, shock and/or dizziness which may increase your reaction time.

By executing this document, you are agreeing that you have reviewed the preceding non-exclusive list of sample inherent risks involved in your participation in these activities, and with full knowledge and understanding, you are voluntarily agreeing to engage and participate in these activities and to **VOLUNTARILY AND EXPRESSLY ASSUME THE RISK OF SERIOUS BODILY HARM, PERSONAL INJURY, DEATH OR DAMAGE** resulting from any and all inherent risks while participating and engaging in (including transit to and from) these Water Sports Activities. By expressly assuming any and all inherent risks involved with these Water Sports Activities, you are voluntarily relinquishing the ability to seek or collect damages from the Released Parties due to any personal injury, claim, or incident occurring or in any way related to or arising from the inherent risks of your involvement in these Water Sports Activities.

B. INDEMNITY AGREEMENT STATEMENT

By executing this document, you are further agreeing to hold harmless and to indemnify the Released Parties against any and all claims, demands, losses, damages, causes of action, judgments, costs, expenses, attorneys' fees, and other liabilities, including those from third parties, arising out of or relating to your participation in any Water Sports Activities and/or presence upon the property on which they are located, even if caused by the active or passive negligence of the Released Parties. By agreeing to indemnify the Released Parties for the acts, occurrences, and expenses as contained within this subsection you are knowingly and voluntarily agreeing that you may be required to reimburse or provide the cost of a legal defense or representation for the Released Parties for any expenses or actions it has to take arising out of your participation in these Water Sports Activities.

C. WAIVER AND RELEASE OF LIABILITY

By signing this document, **YOU ARE AGREEING TO KNOWINGLY, VOLUNTARILY, AND UNEQUIVOCALLY RELEASE, FOREVER DISCHARGE, WAIVE AND AGREE NOT TO SUE THE RELEASED PARTIES**, with respect to all claims or causes of action, of any nature, whether currently known or unknown, including but not limited to claims for active or passive negligence, which the undersigned or Participant (or any of them) have or which could be asserted on behalf of the undersigned or Participant in connection with participation in

(including transit to and from) the Water Sports Activities, or while visiting Pine Lake Marina, or traveling to or from Pine Lake Marina by water or by land. THIS WAIVER AND RELEASE OF LIABILITY IS EXPRESSLY PROVIDED TO EXCULPATE THE RELEASED PARTIES FROM THOSE LIABILITIES WHICH ARE SEPARATE FROM AND IN ADDITION TO THE POTENTIAL LIABILITIES CREATED BY THE RISKS INHERENT IN WATER SPORTS ACTIVITIES PARTICIPATION. Furthermore, by signing this document, you are binding your spouse, heirs, assigns, and any similarly situated personal or legal representative to the terms of this Waiver and Release.

D. DECLARATION OF COMPETENCY AND INTENT TO BE BOUND

By signing this document, you are signifying that you have read all sections contained within this document. You are further signifying that you are voluntarily agreeing to execute this waiver and release, and that you understand the legal implications and consequences of doing so. If there are any aspects of this document with which you do not have a full and complete understanding, you are encouraged to ask or inquire with the Released Parties before signing this document.

E. UNCONDITIONAL GENERAL RELEASE FROM LIABILITY

Your signature below reflects your express assent to be bound to the terms of this document. Please carefully review each section again and ensure that you fully understand the implications of this document.

G. MISCELLANEOUS

The undersigned further agree and understand: (a) this agreement shall be governed by the laws of the State of Michigan, and the exclusive jurisdiction for any claim shall be the 48th District Court of Oakland County, Michigan or the federal court of the State of Michigan; (b) this agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; (c) the undersigned understand and acknowledge that this agreement shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of the undersigned that this agreement shall be binding upon the assignees, distributors, heirs, next of kin, executors and personal representatives of the undersigned.

(Signatures on next page)

Signature Page to Pine Lake Marina
Water Sports Unconditional General Release From Liability

Printed Name of Adult Participant Signature of Adult Participant DATE:

Printed Name of Adult Participant Signature of Adult Participant DATE:

EACH ADULT PARTICIPANT MUST INDIVIDUALLY SIGN A WAIVER.

WAIVER FOR MINOR CHILDREN MUST BE SIGNED BY PARENT/GUARDIAN FOR EACH MINOR CHILD AS FOLLOWS:

**NATURAL GUARDIAN'S ACKNOWLEDGEMENT OF RELEASE ON BEHALF OF
MINOR CHILD**

Your signature below reflects your express assent to bind your minor child to the terms of the Water Sports Activities Participation Unconditional General Release of Liability agreement. Your signature also represents your attestation to being the natural guardian of the minor child(ren) listed below, and possessing the legal authority to sign this agreement on their behalf. Please carefully review each section again and ensure that you fully understand the implications of this agreement.

Printed Name of Parent/Guardian Signature of Parent/Guardian DATE:

Printed Name of Minor Child DATE:

Printed Name of Minor Child DATE:

Printed Name of Minor Child DATE: