

# LAKEHOUSE INN MANAGEMENT, LLC

## PARTICIPANT AGREEMENT, RELEASE OF ALL CLAIMS, AND ACKNOWLEDGMENT OF RISK

### Please Read This Entire Document

In consideration of LAKEHOUSE INN MANAGEMENT, LLC., LAKEHOUSE INN HOLDINGS, LLC, and all of their subsidiaries and affiliates, and any and all of their officers, managers, agents, servants, successors, heirs, personal representatives, and all other persons, volunteers, employees, related corporations, companies, firms, and successors in interest (collectively referred to as the "LAKEHOUSE INN") providing me access to Laurel Lake, and/or providing services and/or equipment to enable me to participate in recreational activities, including without limitation, swimming, kayaking, paddle-boarding, fishing, ice skating, ice fishing and canoeing, I hereby release, waive, forever discharge, and hereby covenant not to sue the LAKEHOUSE INN on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, and estate and expressly releasing LAKEHOUSE INN of, from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs and expenses of any nature to the greatest extent possible which I may have or which may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering or severe injury or death, that may be sustained by me or my property, whether caused by the negligence or carelessness of the LAKEHOUSE INN or otherwise, while I am in transit to and from or on the water and while engaged in recreational activities or on property owned or controlled by the LAKEHOUSE INN or otherwise engaging in activities offered by the LAKEHOUSE INN. I also agree, that in the event that anyone makes any claims against the LAKEHOUSE INN, as a result of my actions or the use of their facilities, that I will indemnify and hold harmless the LAKEHOUSE INN from such claims and related attorney's fees. I further agree as follows:

1. I acknowledge that I am responsible for my own safety.
2. I acknowledge that the LAKEHOUSE INN does not employ lifeguards and that swimming, kayaking, paddle-boarding, fishing, ice skating, ice fishing, canoeing, and any and all other watersports/water activities impose inherent risks.
3. I understand and agree that LAKEHOUSE INN: (a) does not have medical personnel or treatment available; (b) is not responsible in the event that I contract any illness while participating in recreational activities, including COVID-19. Nevertheless, I hereby authorize and grant full permission to secure emergency medical treatment for me, if necessary, and further that such action shall be subject to the terms of this Agreement. I understand and agree that the LAKEHOUSE INN makes no warranty and assumes no responsibility for any injury or damage that might arise out of or in connection with such emergency medical treatment.
4. My participation in recreational activities is purely voluntary, and I elect to participate with full knowledge and understanding of the risks.
5. Should LAKEHOUSE INN or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or I agree to bear the costs of such injury or damage myself (and others, if caused by my conduct.)
7. I further certify that I have no medical or physical conditions which could interfere with my and others' safety in the recreational activities.
8. I agree that I cannot, and will not, invite individuals who are not checked-in as guests of the LAKEHOUSE INN to participate in recreational activities in or near Laurel Lake via access across LAKEHOUSE INN property; and that I myself will not participate in recreational activities in or near Laurel Lake via access across LAKEHOUSE INN property except between the time I check-in and the time I check-out of the LAKEHOUSE INN. I further agree that I cannot check-in to the LAKEHOUSE INN until and unless this waiver is filled out below and properly executed by me. If I am visiting the LAKEHOUSE INN but do not intend to check-in, or if I am visiting a registered and checked-in guest of the LAKEHOUSE INN, but am not a registered and checked-in guest myself, I agree that, although I must sign this document to be on the property, I cannot make use of the lake, or access the lake from the property owned by the LAKEHOUSE INN, and that signing this document does not in any way give me the right to access the lake from property owned by the LAKEHOUSE INN.

9. I agree that the Commonwealth of Massachusetts has exclusive jurisdiction over all claims I make or is made on my behalf against LAKEHOUSE INN, that every claim/suit against LAKEHOUSE INN shall be commenced in Massachusetts, and Massachusetts law shall apply in any claim/suit brought against LAKEHOUSE INN regardless of any conflict of laws rules of any other jurisdiction.
10. Should any term, part, or provision of this document be determined to be unenforceable, I acknowledge and agree that the remainder of the document shall remain in full force and effect.

**THIS IS A RELEASE OF LEGAL RIGHTS. READ ENTIRE DOCUMENT BEFORE SIGNING.**

**By signing this document, I acknowledge that if I or anyone else is hurt or property is damaged during my participation in recreational activities, I have waived my right to maintain a lawsuit against LAKEHOUSE INN.**

**I have had sufficient opportunity to read this entire document.**

**I have read and understood it, and I agree to be bound by its terms.**

**This agreement will apply to me, in regards to participation in LAKEHOUSE INN activities, until replaced or cancelled in writing.**

**I understand that I must fill-out the below information, and sign my proper signature in the space below, legibly, or I will not be permitted to check-in to the Lakehouse Inn.**

**DO NOT SIGN FOR ANOTHER PERSON**

**If I have executed this Release for another person, I represent that I have complete authority and will indemnify and hold LAKEHOUSE INN harmless from any claims (including attorney's fees incurred) that the Release was not properly executed by or on behalf of the Participant.**

Full Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_