

WAIVER AND RELEASE FROM LIABILITY

WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!!

Initial Here: _____

I, _____, HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge **FERN RESORT LTD.** and its agents, coaches, sponsors, employees, officers, directors, affiliates, successors and assigns (henceforth referred to as the “releases”), of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises of, or for the benefit of the releases, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, wilful or wanton misconduct.

Definition

In this agreement the term “activities” shall include use of resort equipment and all outdoor activities in any way related to the releases, (1) all water sports areas including, but not limited to swimming, boating and beach area, (2) participation in summer outdoor activities including, but not limited to all areas of the walking trails, children’s playground, trampoline pavilion, sports courts, golf range and (3) participation in winter activities including, but not limited to tobogganing, skating, cross country skiing, and all other outdoor recreational activities offered by the releases.

I understand that the activities available at Fern Resort may be considered inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. I understand that certain risks, dangers, and injuries due to inclement weather, slipping, falling, poor skill level, or conditioning, carelessness, horseplay, inadequate or defective equipment, and all other circumstances inherent to outdoor recreational activities/programs exist.

On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me and those I am responsible listed below, my property that I may have against the released party to such activity whether caused by the ordinary negligence of the released party or otherwise, except for acts of gross negligence, or intentional, willful, or wanton misconduct as indicated above.

By this Waiver, I assume any risk for myself and those I am responsible for listed below, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with using any equipment or facilities and engaging in any outdoor activities owned or operated by the releases.

This WAIVER AND RELEASE contains the entire agreement between the parties and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended, or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of, the releases, whether by agreement, by operation of law, or otherwise.

I have read, understand, and fully agree to the terms of this WAIVER AND RELEASE. I am the GUARDIANSHIP of the individuals under 18 years of age that are listed on this waiver. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter this waiver.

Name: _____ Room # _____

Cell Phone #: (_____) _____

Minor Name: _____ Age: _____

Minor Name: _____ Age: _____

Minor Name: _____ Age: _____

Minor Name: _____ Age: _____

Minor Name: _____ Age: _____

Signed this day: _____ Month: _____ Year: _____

Witness: _____

****Some activities require the completion of a "Confidential Personal Information Form" prior to participation, in case of illness or accident.**