

**Water Warrior Island Bald Mountain Recreation, Inc.
Customer Waiver and Voluntary Release of Liability Form**

I, the undersigned, hereby understand and acknowledge, for myself and any minor child(ren) in my care and/or custody, that there are certain risks involved with the Water Warrior Island Bald Mountain Recreation, Inc. activities in which I and/or they are about to voluntarily participate, including but not limited to the use of water slides, kayaks, paddle boards, splash mats, aqua park and cabanas. I understand that the risks, whether known or unknown, anticipated or unanticipated, may result in injury, death, illness, or damage to myself, minor child(ren), others, and/or property, and I voluntarily agree to assume such risk and responsibility for the occurrence of any such events.

I agree that in order to participate in the Water Warrior Island Bald Mountain Recreation, Inc. activities, I will hold harmless Water Warrior Island Bald Mountain Recreation, Inc., as well as its respective affiliates, officers, directors, owners, employees, insurers, advertisers and promoters (“Releasees”), and voluntarily waive and release such Releases from any and all claims, causes of action, injuries, damages, losses and expenses. I fully acknowledge that my participation and that of any minor child(ren) in my care and/or custody is voluntary and **understand** the effect of this Waiver and Release on my legal rights and the rights of those in my care and/or custody, including:

Participants Names (First and Last) and Dates of Birth:

| | |
|---------------|------------------|
| Adult: | Children: |
| <hr/> | |
| Adult: | Children: |
| <hr/> | |
| Adult: | Children: |
| <hr/> | |
| Adult: | Children: |
| <hr/> | |

By signing this Waiver and Release, I agree to the above terms and conditions for myself, my family, and any other guests that are a part of my group (including all minors) and my property. I further agree that this Waiver and Release is binding upon my heirs, executors, administrators, and assigns and shall be governed by the laws of the State of Michigan. I also agree to the following:

- No guests are permitted under the age of 6
- All guests ages 6+ must be at least 48”
- Each guest or authorized guardian for children under 18 years of age must complete a Water Warrior Island, Inc. Customer Waiver and Voluntary Release of Liability Form
- Each guest must wear a USCG approved Personal Flotation Device (PFD) and keep it buckled and zipped at all time
- Sharp objects (such as jewelry, hair pins, etc.) or other dangerous materials are not permitted
- Tobacco and alcohol are not permitted
- No refunds will be granted
- Anyone who appears to be under the influence of drugs or alcohol are not permitted
- Pregnant women are not permitted
- Water Warrior Island Bald Mountain Recreation, Inc. reserves the right to remove anyone who disregards the safety rules. There will be no refunds if such action is required.

- Water Warrior Island Bald Mountain Recreation, Inc. reserves the right to close without refund at any time due to inclement weather it deems unsafe for guests
- Cell phones are prohibited on the activities. Water Warrior Island Bald Mountain Recreation, Inc. will not be held responsible for lost or damaged personal items.
- Absolutely no one is allowed to dive under the Water Warrior Island to retrieve a lost item.
- Guests are responsible for any damage either they or people in their party cause to any equipment and/or activities due to their negligent and/or improper use of the equipment and/or activities.

BY SIGNING THIS DOCUMENT I HEREBY ACCEPT AND ASSUME ALL RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS, AN/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES NAMED ABOVE.

BY INITIALING THE BOX AND SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OF ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY. IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, NOTWITHSTANDING, THE REMAINDER SHALL CONTINUE IN FULL FORCE AND EFFECT.

BY INITIALING THE BOX AND SIGNING BELOW, I ACKNOWLEDGE THAT WATER WARRRIOR ISLAND BALD MOUNTAIN RECREATION, INC. IS ALERISED TO USE ANY PICTURES, VIDEOS AND AUDIO FOR ALL PROMOTIONAL AND ADVERTISING PURPOSES.

Signature _____ Date: _____

Print Name _____

Address _____

City _____ State _____ Zip _____

Email _____

Phone _____

Emergency Contact Information:

Name: _____

Phone: _____ (cell/home)