

# Moose Lake Christian Craft Village, INC. Guest Agreement, Release and Assumption of Risk

(Please Print)

Guest (Adult/Child)	First Name	Last Name	Birth Date
Street Address	City		State Zip Code
Cell Phone	Emergency Contact Number	Name	

In consideration of the services of Moose Lake Christian Craft Village, INC., 11330 E. 500 S., LaOtto, IN 46763 (here after known as MLCCV), their agents, owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, indemnify, and discharge MLCCV, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estates follows:

1. I acknowledge that my use of or participation in MLCCV water activities or any other activities, programs or general use of MLCCV entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the experience, activity or being at MLCCV. Individuals NOT following MLCCV rules and regulations can be injured, seriously injured or injure a third party or cause death. Running, jumping, diving, bouncing off the deck or water sport, is dangerous and can cause serious injury and or death are prohibited. There is also a risk of colliding with or being landed on or pulled under by jumpers, divers, or swimmers of different sizes and swimming skill. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense. Furthermore, MLCCV employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of an individual's health or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in any activity at MLCCV. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MLCCV from any and all claims, demands, or causes of action, which are in any way connected with my participation in MLCCV activities or my use of MLCCV'S equipment or facilities including any such claims based upon damages caused or alleged to be caused in whole or in part by the negligent acts or omissions of MLCCV.
4. Should MLCCV or anyone acting on their behalf, be required to incur attorney's fee and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against MLCCV, I agree to do so solely in the state of Indiana, and I further agree that the substantive law of Indiana shall apply in that action without regard to the conflict of law rules of that state. If there are any disputes regarding the Agreement, I, on behalf of myself and/or my child, (if a child is identified below), agree that such dispute shall be brought within in of the date of this Agreement and will be determined by arbitration before one arbitrator to be administered by MLCCV pursuant to its Comprehensive Arbitration rules and Procedures. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in any activity, or just being at MLCCV, I may be found by a court of law to have waived my rights to maintain a lawsuit against MLCCV on the basis of any claim from which I have released them herein. 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.**

I further grant MLCCV, the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child/wards' name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without reservation or limitation.

**Participant Signature (if 18 or older):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION:** (Must be completed for participants under the age of 18)

In consideration of (print up to four minors' names/birthdates below of SAME parent or legal guardian):

Participant 1: First Name	Last Name:	Birthdate:
Participant 2: First Name	Last Name:	Birthdate:
Participant 3: First Name	Last Name:	Birthdate:
Participant 4: First Name	Last Name:	Birthdate:

("Minor") being permitted by MLCCV to participate in its activities and or visiting to use its equipment and facilities, I further agree to indemnify and hold harmless MLCCV from any and all claims which are brought by, or on behalf of Minor(s), and which are in any way connected with such use or participation by Minor(s). I further certify that I am the parent or legal guardian of the minor(s) on this agreement.

**Parent or Legal Guardian's Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Waiver accepted by \_\_\_\_\_ (MLCCV Employee)

5/23/2014