

Arvesta Sport Complex, LLC
 Property Location: 06464 Arvesta Drive, South Haven, MI 49090

WAIVER, AGREEMENT, AND LIABILITY RELEASE
READ CAREFULLY BEFORE SIGNING

I agree to the following agreement with Arvesta Sport Complex, LLC, a Michigan limited liability company (the “**Company**”) as a condition for its allowing me and the persons identified below (if any), to do any or all of the following at any time and at any location on or off of the premises of the Company and land located at 06464 Arvesta Drive, South Haven, MI 49090, as well as nearby parcels of land (the “**Property**”): enter the Property, building, venues, amphitheater, parking areas and surrounding land and acreage; enter the lake, pond, island, and picnic areas; participate in water sports and water activities, including, without limitation, wakeboarding, paddleboards, splash mats, beach toys, and the Wibit; enter recreation areas, including, without limitation, the waterpark, cable park, pickleball courts (inside and outside), disc golf course, and putt-putt golf course; enter the restaurants and bars; and engage in, attend, or observe any other recreational activity in the Park or on surrounding land and acreage. *All of these activities, individually and collectively, whether actively participating, spectating, or being on the Property, will hereafter be referred to as the “Activities.”*

Name of Participant:	
Street Address:	
Date of Birth:	
City, State, Zip:	
Phone:	
E-Mail Address:	

To the fullest extent allowed by law, I also make this agreement on behalf of the following persons who is my child or legal ward, and the indemnification I make in this agreement applies to them:

Child’s Name:		Date of Birth:	
Child’s Name:		Date of Birth:	
Child’s Name:		Date of Birth:	

All parts of this agreement apply to me, and the children/legal wards listed above (collectively, as “I” or “me”).

IT IS HEREBY AGREED AS FOLLOWS:

1. Consideration/Binding Effect Today and in the Future. I have asked to engage in any or all of the Activities, now or in the future. I am signing this document in consideration for being allowed to engage in any or all of the Activities now and in the future. I understand that although I am signing this document today, this Waiver, Agreement, and Liability Release is intended to be valid and binding at all times, *now and in the future*, when the Company permits me (directly or indirectly) to engage in any or all of the Activities at any time and at any location.

2. Risks. I understand that anyone who enters or is near the Property and anyone who engages in any or all of the Activities is exposed to known and unanticipated dangers and risks of bodily injuries or death. These dangers include variations in terrain, including irregular or slippery ground conditions and steep drops; allergic reactions to environmental matter such as poison ivy or poison oak, food, drink, and materials; difficult or delayed medical responder access; dangerous weather conditions; wild animals; unpredictable actions of animals and people; injuries from activities such as cuts, scrapes, bruises, burns, sprains, strains, pulls, broken bones, brain damage, paralysis, or even death; injuries from weather exposure including hypothermia, heat stroke, dehydration; recreational water illness such as swimmer’s itch; injury or death from water activities including water flow, tides, currents, wakes, drowning, entanglement, impacts; collisions with other participants, watercrafts, and manmade or natural objects; illness from communicable and infectious diseases, including COVID-19; and other physical or emotional injury. **I understand these risks and dangers that are inherent in the Activities, and I agree to assume all of them. I also understand that these**

are just some of the risks, and I agree to assume others that are not mentioned above. I am NOT relying on Company or anyone associated with Company to list all possible risks in this document or any time, now or in the future.

3. WAIVER AND LIABILITY RELEASE: As consideration for being allowed to engage in any or all of the Activities, now and in the future and at any location, I (on behalf of myself and my spouse, heirs, family members, representatives, assigns, children or legal wards, if any) **agree to each of the following:** (a) Arvesta Sport Complex, LLC; Firewater, LLC; and Lake Arvesta Farms, LLC, and their respective members, managers, officers, directors, employees, agents, heirs, family members, assigns, affiliated persons, representatives, and others acting on their behalf (the "Released Parties") **will not be liable** for any damages that I (or my minor children or legal wards, if any) may sustain as a result of engaging in any of the Activities at any time and at any location; and (b) I fully and forever release, waive, and discharge all claims, demands, damages, legal actions, causes of action, or rights of action (present or future) against the Released Parties whether the claims are known, unknown, anticipated or unanticipated, and whether caused by their ordinary negligence, resulting from or arising out of my engaging in the Activities at any time and at any location. The term "damages" means, for example, medical expenses, any and all claims or losses because of bodily injuries, mental/emotional injuries, property damages, death, and personal property damages. This Waiver, Agreement, and Liability Release is intended to apply and be binding whether or not I am participating in an organized activity on or near the Property. (In accordance with Michigan law, however, we are not releasing the Released Parties from loss, injury, or damage that is directly caused by gross negligence or willful and wanton misconduct on part of Company or any of the Released Parties.)

Also, I am representing to Company that I will *only* undertake the Activities that are within my own abilities. Safety of myself and of others around me will always be a top priority. I am not relying on the Company or anyone associated with Company to protect me from inherent risks of any or all of the Activities.

4. INDEMNIFICATION. To the fullest extent permitted by law, I also agree to indemnify and hold harmless the Released Parties against all claims, demands, or lawsuits that are brought against the Released Parties by any third person(s) ["third persons" are people who are not parties to this Agreement, including, but not limited to, other persons on or near the property where the Activities take place, my relatives, guests, etc.] or brought against any of the Released Parties by my minor children and which are in any way connected with my participation in any of the Activities at any time and at any location, including claims that allege acts or omissions of the Released Parties that are negligent. This indemnification will also include reimbursement of reasonable attorney fees of Company and the Released Parties.

6. No Training/No Supervision/Lifeguards Provided by Company. Unless otherwise communicated, I understand and agree that Company is **not** providing instructors, supervisors, or professionals to instruct or assist me with my use of any equipment, machinery, vehicles, or attachments. Also, Company is providing lifeguards, but only in certain designated swimming areas, as indicated by the appropriate signage. **If I require any such training, oversight, or supervision, I will refrain from partaking in the Activities.**

7. Safety Equipment. Company has advised me that, for my own protection, I should purchase and use safety equipment appropriate to each of the Activities in which I engage, such as certified safety helmets and personal flotation devices. Company is not guaranteeing that it has helmets available. **If I choose to wear safety equipment, or if I choose not to, this is my decision alone. I am not relying on Company or anyone associated with Company to check any helmet or safety equipment I may wear at any time.**

8. Accident/Medical Insurance. I acknowledge that if I am injured, I may require medical assistance, which will be at my own expense or the expense of my personal insurer. I represent and affirm that I have adequate and proper insurance to cover any such medical expenses and costs. **I UNDERSTAND AND AGREE THAT COMPANY WILL NOT PAY FOR COSTS OR EXPENSES INCURRED IF I AM INJURED.**

9. Interpretation and Enforcement. This Waiver, Agreement and Liability Release is governed by Michigan law and is intended to be as broad and inclusive as Michigan law permits. This document can **only** be modified in writing and signed by me **and** an authorized representative of the Company. Should any part of this document conflict with Michigan law, only that part will be void but the remainder of this document will stay in full force and effect at all times, now and in the future. Should I breach this document (or any part of it), I agree to pay the attorney's fees and court costs related to such breach that are incurred by Company or the Released Parties. I also agree to pay attorney fees and costs incurred to enforce this Agreement, and I will indemnify and hold harmless the Released Parties for all such fees and costs. It is also mutually agreed that any disputes that may arise under this document, or any activities that are undertaken pursuant to it, will be litigated in a State or Federal Court of proper jurisdiction located in or nearest to Van Buren County, Michigan.

10. ALSO, I REPRESENT: I am at least 18 years of age; I am of sound mind and am not suffering from shock or under the influence of alcohol, drugs, or intoxicants as I sign this document; I have read this entire Waiver, Agreement, and

Liability Release (all 3 pages) and I fully understand it; I intend for this Waiver, Agreement, and Liability Release to be valid and binding today and at all times in the future; By signing this Waiver, Agreement, and Liability Release, I acknowledge that if anyone is hurt or any property is damaged by participation of myself or my minor child in any of the activities, I may be found by a court of law to have waived my right to bring a lawsuit against the Company and any or all of the Released Parties; I represent my children and I do not have or have not been exposed to COVID-19 in the last 14 days, subject to the attached disclosure; I represent that I will always obey all of Company's terms and conditions, including those attached to this Waiver, Agreement, and Liability Release, and to follow any and all instructions from Company employees; I will not enter into areas or rooms that are prohibited by signage or instructions; and All of the information I have provided is true and accurate.

Signature:

Date:

Print Name:

Emergency Contact:

Relationship:

Phone Number:

Terms and Conditions

The following terms and conditions are in effect at all times:

1. Any guest under the age of 6 must be accompanied by a parent or legal guardian at all times.
2. All guests must be ages 6 and up and at least 48 inches to use the Wibit.
3. All guests must maintain reasonable and appropriate behavior at all times.
4. Each guest must wear a USCG approved Personal Flotation Device (PFD) and keep it buckled and zipped at all times when instructed to do so.
5. Sharp objects, such as jewelry, hair pins, etc., or other dangerous materials are not permitted in any water sports area, including but not limited to areas such as the Wibit, waterslides, cable parks, and lakes.
6. Tobacco products, cigarettes, e-cigarettes, vaping, marijuana products, and outside alcohol are not permitted on the Property.
7. Glass bottles are prohibited.
8. No refunds.
9. Anyone who appears to be under the influence of drugs and alcohol is not permitted to enter or remain on the Property.
10. Due to serious health risks, pregnant women are not permitted on the Wibit.
11. The Company reserves the right to remove anyone, without refund, who disregards the safety rules.
12. The Company reserves the right, in its sole and absolute discretion, to close at any time, without refund, due to inclement weather.
13. Cell phones are not permitted on in any water sports area, including but not limited to areas such as the Wibit, waterslides, cable parks, and lakes. The Company is not responsible for any lost or damaged personal items. Guests are not allowed under the Aqua Park System to retrieve a lost item.
14. Guests will be held responsible for any damage they or persons in their party cause to any equipment due to their negligent or improper use of the equipment.
15. All photographs or videos taken by guests may only be used for personal use and enjoyment. Any use, reuse, or reproduction for commercial purposes without the express written consent of the Company is strictly prohibited. The Company and its employees and agents reserve the right to refuse to allow photography or videography at any time and of any kind at individual locations on the Property. Specifically, the use of the following equipment is prohibited: (i) wearable cameras such as Go Pros, (ii) cameras mounted to a vehicle, drone, cart, scooter, or other moving objects.
16. All guests grant the Company permission to use his or her likeness in a photograph, video, or other digital media in any and all of its publications, including web-based publications, without payment or other consideration. Each guest understands and agrees that all photos will become property of the Company and that the Company may edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. Each guest waives the right to inspect or approve any finish product wherein his or her likeness appears and waives any right to royalties or other compensation arising from or related to the use of the photo.

Guests who violate these terms and conditions may be subject to ejection from the Property without refund, and to the extent their conduct constitutes a violation of law, may be subject to arrest.

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