

# MARMON VALLEY FARM, INC. (Waterfront Agreement)

## ACKNOWLEDGMENT OF RISKS ASSUMPTION OF RISK AND RESPONSIBILITY and RELEASE OF LIABILITY

**WARNING:** There are significant elements of risk in any waterfront activity associated with , swimming, boating, wading or any other waterfront activity (referred to herein as "waterfront activities"). Although Marmon Valley Farm, Inc. (referred to herein as MVF) has taken reasonable steps to make the lake a safe and enjoyable environment, we wish to remind you this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of waterfront activities. The same elements that contribute to the unique character of the waterfront activities can be causes of loss or damage to equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

### Waterfront Activity Usage Requirements

**1. You, the user group agrees to hold harmless Marmon Valley Farm, Inc.** DBA Marmon Valley Farm, its agents, its employees, or volunteers from any liabilities including, but not limited to bodily injury or property damages occurring to any members or participants of their group while the undersigned uses the waterfront area at Marmon Valley Farm or is a participant in waterfront activity at Marmon Valley Farm.

**2. Marmon Valley Farm requests that the Applicant and Applicant's group provide their own insurance coverage.**

**3. You, the user group is responsible for providing your own currently certified lifeguard. The Lifeguard must be current in first aid and CPR.** Copies of these documents must be submitted to Marmon Valley Farm at least one day prior to rental.

**4. You, the user group is responsible for your own first aid and other medical treatments that could be necessary as a result of waterfront activity mishaps.**

**4. A completed Waterfront Activity Waiver is required for each participant. No waiver – No water.** Additional waivers are available at marmonvalley.com.

**5. You, the User Group, agree to provide the appropriate level of adult supervision based on the following minimum supervision requirements:**

- 1 lifeguard per 25 participants
- 1 lookout per 10 participants
- Ratios for supervision of participants include a minimum of 2 supervisors at all times, at least one of whom is an adult.
- All aquatic-certified persons and lookouts be attentive to their responsibilities at all times and be located in positions from which they can continuously observe and readily assist participants.

**6. You, the User Group, agree to brief all participants on the posted safety instructions, prior to entering the water.** It is also understood that all posted regulations will be enforced by your waterfront supervisors.

**ACKNOWLEDGMENT OF RISKS:** I acknowledge that the following describes some, but not all of the risks: 1 Falls and painful entries into the water or upon rocks or other obstacles on the lake floor; 2) Risk associated with swimming in water deeper than the height of the participant; 3) Equipment failure; including boats, PFD's, water trampoline, hardware, or any part of the dock structure; 4) Participant's own physical strength, coordination, swim ability, and ability to follow directions including while participating in waterfront activities; 5) Fatigue, which may diminish reaction time and increase the risk of accident; and 6) The actions of other participants. I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness, or death.

**COVENANT OF GOOD FAITH:** I, the User Group officer, recognize that MVF, as provider of the waterfront, will operate under a covenant of good faith and fair dealing, but that MVF may find it necessary to terminate an activity due to forces of nature, medical necessities or problems in the group; and/or the group's failure to supply appropriate required supervision. I accept MVF's right to take such actions for the safety of the user group. I acknowledge that no guarantees have been made with respect to waterfront activity objectives.

### Applicant's Signature

**In signing this agreement,** I acknowledge I have read and understand this waterfront agreement and will agree to abide by the guidelines explained herein. I agree to share all the information of this contract with all group members and I am the person duly authorized to bind the organization or group to this agreement.

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Signature

Date