

## Day Pass Waiver and Release of Liability Form

Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement

**PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

Wantrepreneurs, Inc DBA Rustic Waters RV Resort and Swimming Pond (Owner of Property, Releases)  
RUSTIC WATERS RV RESORT facilities are for members of RUSTIC WATERS RV RESORT only.

A day pass allows you access to the swimming area, bathrooms, snack shack if available, and basketball court, and goat pen. All other areas of the resort are for residents and nightly guests at the resort only. Liability waivers for Day pass and Goat Pen must be on file before entering and/or participating.

I recognize and fully understand certain things, including:

- There is no lifeguard on duty at any time, you are responsible for the safe operation of the Swimming Pond and are responsible for all persons using the Swimming Pond.

- My use of Rustic Waters RV Resort and Swimming Pond facilities involves certain risks, including but not limited to:

1. The risk of injury resulting from the possible malfunction of the Swimming Pond or other equipment;
2. The risk of injuries resulting from tripping or falling over obstacles in or around the resort;
3. The risk of injuries resulting from divers and swimmers colliding;
4. The risk of other injuries resulting from participating in any action at the resort.
5. The risk of being in a construction zone.

- I recognize and fully understand that the above list is not a not a complete or exhaustive list of all possible risks; the list only provides examples of types of risks that I am assuming.

In exchange for the RUSTIC WATERS RV RESORT allowing me to utilize its property, Swimming Pond, and Swimming Pond areas, I hereby agree to the conditions below. I fully intend and choose to give up the legal rights, as stated below:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the Owner, its directors, officers, employees, contractors, agents, or representatives (hereinafter referred to as the "Releases") relating to my use of Rustic Waters RV Resort and swimming pond;
2. TO RELEASE THE RELEASES from any and all liability for any loss, damage, injury, expense, or other costs that I may suffer or that my next of kin may suffer in connection with my use of Rustic Waters RV Resort and swimming pond to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASES from any and all liability to property, or personal injury to, any third party, resulting from the use of Rustic Waters RV Resort and swimming pond.
4. That I am over the age of 18 and that I am responsible and will adhere to all the rules of the property. If under 18, a parent/ guardian must sign before use alone and membership must reflect the use of each participant. Guests must also have a waiver.
5. That this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon me, and my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate.

I have read and understood this document. I am aware that by signing this document, I am waiving certain legal rights that I may have against the Releases, and I fully agree to do so.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**Parental Consent Form (If under 18 years old)**

Parent or Guardian: In order for your child to swim and play Rustic Waters RV Resort without your supervision, we need your consent and involvement in helping your child have a productive and safe experience. Please carefully read and sign this parental consent form.

Name of child: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State \_\_\_\_\_ Zip Code \_\_\_\_\_

**PERSON TO BE NOTIFIED IN CASE OF AN EMERGENCY:**

Name \_\_\_\_\_ Relationship to Child \_\_\_\_\_  
Phone: Home \_\_\_\_\_ Work \_\_\_\_\_

In connection with and consideration of my child's (named above) swimming and related activities, I, on behalf of my child and myself, my heir(s), personal representative(s) and assign(s), hereby represent and agree as follows:

- I understand that my child will be unsupervised, with no lifeguard or staff supervision. I hereby give permission for him/her to swim based on their abilities.
- I understand that I will be liable for any damages and their conduct. All swimmers must have a safe, responsible behavior required in Rustic Waters RV Resort and swimming pond. He/she will be expected to meet all the requirements and adherence to all policies and procedures.
- Should my child require emergency medical treatment, first aid, or transportation to a hospital or medical facility, I consent to any such treatment that may be provided to my child, and RUSTIC WATERS RV RESORT will not be responsible for any costs associated with any of the foregoing. Our staff will call 911.
- I represent and warrant that my child is in good physical condition, can swim independently, and has no physical, health-related or other problems which would be harmful to him/her or others, and that he/she is allowed to
- I authorize the release to the media of any pictures of my child during his/her time as a participant .  
 Please check the box if you do not consent to this statement.
- I, the undersigned, certify that I am the parent or legal guardian of the child (named above) and that I have the right to make decisions for my child that affect his/her well-being. I recognize and acknowledge physical injury, accident, illness, death, and loss of personal property. I voluntarily assume all responsibility and risk of loss, damage, illness, and/or injury to person or property which my child may, in any way, sustain in connection with his/her participation.

I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER AND THAT I HAVE READ, FULLY UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT, AND I SIGN IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Parent/Guardian's Full Name (Please print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Swimming Pond Safety Checklist must initial every box.**

If rules are not adhered to you will be asked to leave the Swimming Pond and/or Rustic Waters RV Resort. After two times of dismissal, your Swimming Pond and/or Rustic Waters RV Resort access will be revoked for the year.

- There is NO LIFEGUARD on duty at anytime.**
- In case of EMERGENCY, call 911 immediately.**
- MUST BE 14 TO SWIM WITHOUT AN ADULT.** Children may swim without an adult if they are 14 years or older. Must have a parental release signed. If under 14 must have an adult in the Swimming Pond area assuming the responsibility of their safety.
- Supervise kids.** Young children should be monitored by an adult at all times. There is not a lifeguard on duty so it is essential you have direct supervision. If a child is unsupervised they will be asked to leave. 69 % of drowning occur in less than 3 feet and drowning is the 3rd leading cause of unintentional injury death worldwide.
- NO DIVING. The Pond is NOT DEEP ENOUGH to dive.**
- ABSOLUTELY NO SWIMMING IN FISHING POND.**
- NO Digging.** The pond liner is roughly 6" below the same surface which could change at any time due to movement. Puncture could cause the pond to leak and over \$100,000 in damages. It is ok to play in the sand with dull plastic shovels to scoop sand however, digging is prohibited.
- NO SHARP OBJECTS IN SAND/POND AREA.** The Resort has umbrellas for guest use when it is not too windy. DO NOT ANCHOR anything into sand. It will puncture the liner.
- No Jumping off the Swimming Pond Floatation Devices.** The floatation devices, although anchored with sand bags, move due to people climbing on them. At any given time they may be in very shallow water. You assume all risk for activities involving any swimming platforms or floatation devices.
- Toddlers must wear swim diapers.** This probably doesn't need an explanation, but if Swimming Pond water is exposed to any fecal matter it could cause the entire Swimming Pond to be drained and closed until able to ensure safety of the water.
- Rinse off before entering Swimming Pond** to remove any contaminants.
- DO NOT enter Swimming Pond if you have been recently sick.**
- No long breath holding.** People who hold their breath while swimming or practicing breath-holding underwater in Swimming Ponds are at risk of "passing out" due to lack of oxygen.
- No animals in the Swimming Pond area.** Dogs in Swimming Pond can be unsanitary. No dogs inside the Swimming Pond for any reason.
- No glass bottles.** Drink Responsibly. Drinking increases the risk of drowning and awareness. Anyone visibly under the influence will be asked to leave.
- Water Spickets are for Rustic Waters RV Resort's owners, contractors, and employees only.** Do not fill water bottles or coolers from water spickets.
- No urinating in the Swimming Pond.** There are restrooms across from the Cabana for use. Please close door when you leave and report any issue you may find.
- USE REEF SAFE SUNSCREEN when you can.** Any mineral based sunscreen is 100% more healthy for the pond and therefore its swimmers. Adding chemicals to the pond throws off the balance causing the maintenance to elevate extremely. If costs raise then costs get passed down to the customers in the form of increased or ceased entrance fees.
- NO FOOD OR DRINK IN SWIMMING POND.** Please contain food to Cabana Area in order to keep our swimming area clean for everyone.
- CLEAN UP AFTER YOURSELF.** In order to keep the costs down for people to use the Resort, please clean up after yourselves. We have worked very hard to build this Resort and would appreciate the consideration.
- PAYING GUEST ONLY SWIMMING POND ACCESS.** Must be a member, under the guest rules of members, or have a day pass. This policy is strictly enforced to ensure the safety of all.
- GUEST RULES.** All guests, guests of guests, and day pass members must abide by these rules.

I read and understand this document. I am aware that by paying for use of Rustic Waters RV Resort, I have read and understand any and all waivers, rules, and releases and understand that I am waiving certain legal rights that I may have against the Releases, and I fully agree to do so. I am also aware that not abiding by the rules could cause me to be evicted from the premises without refund.