

THE PAGODA BOAT HOUSE AND PROPERTY WAIVER
ALL AND ANY VISITORS

with invite and permission or not.

PLEASE READ CAREFULLY:

WETHER INVITED OR NOT.

BY RENTING, VISITING, ENTERING OR BEING GRANTED PERMISSION TO ACCESS OR NOT AND USE OF THE PAGODA HOUSE AND PROPERTY YOU ARE AGREEING AS FOLLOWS:

ASSUMPTION OF RISK:

ALL and ANY PERSONS ENTERING THE PROPERTY AND BUILDINGS. VISITORS, CONTRACTORS With permission to enter or not.

YOU UNDERSTAND AND AGREE:

A Riverside boat house is an inherently dangerous place that involves high risk of accident and injury, which may include serious injury, permanent disability, drowning and death, and severe social and economic losses which might result not only from my actions, but also from the action, inaction, or negligence of The Pagoda House and property company, it's owners, staff, volunteers and management, Roland Johnson and Gretchen Wilkins and associates and all Pagoda House sponsors, suppliers and clients and others including any damage to vehicles.

As such, I hereby freely agree, without limitation, to assume and accept any and all known and unknown risks of injury while visiting the Detroit River Pagoda House and on the associated property. I further recognize and acknowledge that the risks inherent in the activity of visiting and entering the building and property can be greatly reduced by following any posted rules and following instructions and using common sense.

REPRESENTATION: ALL VISITORS certify that visitor or visitors parents or guardian on behalf of a minor visitor, (a) is in good physical health sufficient to use the stairs; (b) is not under the influence of alcohol or any illegal drugs; and (c) is not taking any medication that would prevent visitors from safely using the property.

RELEASE AND WAIVER OF CLAIMS AGREEMENT: In consideration of being granted access to and use of the Pagoda House and property,

I hereby agree to the fullest extent permitted by law, as follows:

1. TO ACCEPT FOR USE AS IS, the Pagoda House and property described in this Agreement, and If I determine that anything related to the Pagoda House and property is unsafe, I will immediately advise an official of The Pagoda House and property of this unsafe condition and will leave The Pagoda House and property and not continue to participate until this condition is corrected.
2. TO WAIVE ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, ACTIONS AT LAW, EQUITY OR ARBITRATION, ATTORNEY FEES AND/ OR INTEREST that I have or may in the future have against The Pagoda House and property company, it's owners and management, Roland Johnson and Gretchen Wilkins and associates and all Pagoda House sponsors, suppliers and clients.
3. TO RELEASE The Pagoda House and property company, it's owners and management, Roland Johnson and Gretchen Wilkins and associates and all Pagoda House sponsors, suppliers and clients from any and all liability for any loss, damage, injury or expense that I may suffer, or that my estate or next of kin may suffer, as a result of my use of The Pagoda House and property described in this Agreement, due to any cause whatsoever, including negligence, other sort or breach of contract regarding the design, manufacture, selection, installation, maintenance or adjustment of the Pagoda Home and Property.

Name:

Signed:

Date: