**Lake Lucy LLC**

**Release of Liability**

**Read Carefully-This affects your legal rights**

THERE WILL BE NO LIFEGUARD ON DUTY

In exchange for participating in all activities on the property of Mandi Fletcher, Andrew Fletcher, Lake Lucy LLC, facilities and services of Mandi Fletcher, Andrew Fletcher and Lake Lucy LLC I agree for myself and (if applicable) for the members of my family and any minor guests attending with me, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Mandi Fletcher, Andrew Fletcher, or representatives or agents of Mandi Fletcher, Andrew Fletcher, and Lake Lucy LLC. These rules include, but are not limited to:
2. Must bring and wear a USCG approved life jacket and bring something to float on, if going in the water
3. No Glass bottles
4. No underage drinking of alcohol
5. I will not attend event if I am not feeling well and/or have a fever
6. ASSUMPTION OF THE RISKS AND RELEASE.I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members and minor guests that attend with me, and further release and discharge Mandi Fletcher, Andrew Fletcher, and Lake Lucy LLC for injury, loss or damage arising out of my family’s use of or presence upon the facilities of Mandi Fletcher, Andrew Fletcher, and Lake Lucy LLC whether caused by fault of myself, my family, Mandi Fletcher, Andrew Fletcher or other third parties. This includes but is not limited to contracting any communicable disease such as Covid-19 or any other disease.
7. INDEMNIFICATION. I agree to indemnify, defend and hold harmless Mandi Fletcher, Andrew Fletcher, and Lake Lucy LLC against all claims, causes of action, damages, judgements, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family and guest’s use of or presence upon the facilities of Mandi Fletcher, Andrew Fletcher, and Lake Lucy LLC.
8. FEES. I agree to pay for all damages to the facilities of Mandi Fletcher, Andrew Fletcher, and Lake Lucy LLC caused by any negligent, reckless, or willful actions by me, my family or guest attending with me.
9. MEDICAL AUTHORIZATION. In the event of an injury to a minor family member or guest of myself during any and all activities, I give permission to Mandi Fletcher, Andrew Fletcher, representatives or agents of Mandi Fletcher and Andrew Fletcher to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin on June 10, 2022 and will remain in effect until terminated in writing by the undersigned. Mandi Fletcher, Andrew Fletcher, and Lake Lucy LLC shall have the following powers:
10. The power to seek appropriate medical treatment or attention on behalf of my child or minor guest as may be required by the circumstances, including without limitation, that of licensed medical physician and/or hospital;
11. The power to authorize medical treatment or medical procedures in an emergency situation; and
12. The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.
13. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Michigan law.
14. NO DURESS. I agree and acknowledge that I am under no pressure or duress to accept the terms of this Agreement and I have been given a reasonable opportunity to review it before accepting. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Mandi Fletcher, Andrew Fletcher and Lake Lucy LLC agree to refund any donations I have made to use their facility if I choose not to accept the terms of this Agreement.
15. ARM’S LENGTH AGREEMENT. This agreement and each of its terms are the product of an arm’s length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either “for” or “against” a particular party based upon their status as the drafter of specific term, language, or provision giving rise to such ambiguity.
16. ENFORCEABILTY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of the Agreement or any other application of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
17. CONSENT. By accepting tickets to this event and attending this event, I agree to all of the terms of this Agreement. I represent that I have legal authority over and custody of the minor children attending with me and any minor guests.