

FAWN LAKE CABANA RESERVATION AGREEMENT

220 SE CABANA AVE (RESTROOMS/COVERED AREA)

471 SE CRESCENT DR SHELTON (OFFICE)

EMAIL: fawnlakeoffice@gmail.com

PHONE: 360-426-1657

NAME: _____

PHONE: _____

MEMBERS EMAIL: _____

STREET ADDRESS: _____

RESERVATION DATE: _____

TIME: _____ to _____

I am a Fawn Lake resident _____

Check if needed: ___Power, ___Water, ___Horseshoes

I have read and understand the following statements:

- Cabana may only be reserved 5 months in advance of reservation.
- A refundable deposit of \$50.00 (check or money order only) is required to secure facility.
- Deposit is due 2 weeks before reservation date is forfeited.

Deposit may be forfeited if the following conditions are not met.

- If ALCOHOL will be served, a proper permit must be obtained.
- Member shall always be in attendance and is responsible for the conduct of their guests and any personal property left in the Cabana.
- Remind your guests to park in VISITOR parking only. Parking is limited in the area, do not block driveways of nearby residences or vehicle may be towed at owner's expense.
- SMOKING is NOT permitted inside the Cabana or Restrooms. Please use buckets provided to extinguish smoking materials.
- Persons using common facilities shall not display signs, banners or symbols that denote sponsorship or affiliation with any organization or group either public or private.
- Music, conversation and general noise level must be kept to a reasonable level and confined to the Cabana after 10 p.m.
- All garbage must be contained in trash cans available at the site. Any decorations shall be removed from the property and properly disposed of in the trash. Please check area around Cabana and Restrooms to ensure all trash has been picked up from the ground and facilities.
- FLMC has the right to shut down any event where the conduct is out of hand. Police will be called if first warning is not headed.

Cabana user will always indemnify the Fawn Lake Maintenance Commission against, and hold the Commission harmless from, all claims arising from or in connection with the member's use of the Cabana or arising from or in connection with any act or omission of the members or member's guest(s).

Signature of member: _____

Date: _____

Release of Liability

READ CAREFULLY- THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of Cabana and Recreation area RESERVATION organized by Fawn Lake Maintenance Commission, of 471 SE Crescent Dr, Shelton, WA 98584 and/or use of the property, facilities, and services of Fawn Lake Maintenance Commission,

I, _____ (name) _____ of _____ (address) _____,

Agree for myself and (if applicable) for my guests and/or members of my family, 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 Fawn Lake Maintenance Commission, or the employees, representative or agents of Fawn Lake Maintenance Commission. Further, by signing this document, I acknowledge that I have received a list of rules and guidelines for the use of the facility.
- 2. Assumption of the Risk 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 guest and/or family members, and further release and discharge Fawn Lake Maintenance Commission for injury, loss or damage arising out of my or my guests and/or family's use of or presence upon the facilities of Fawn Lake Maintenance Commission, whether caused by the fault of myself, my family, Fawn Lake Maintenance Commission or other third parties.
- 3. Indemnification,** I agree to indemnify and defend Fawn Lake Maintenance Commission against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Fawn Lake Maintenance Commission.
- 4. Fees:** I agree to pay for all damages to the facilities of Fawn Lake Maintenance Commission caused by any negligent, reckless, or willful actions by me or my guests and/or family members.
- 5. Applicable Law:** Any legal or equitable claim that may arise from participation in the above shall be resolved under Washington State Law.
- 6. No Duress:** I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so dire. I further agree and acknowledge that Fawn Lake Maintenance Commission has offered to refund any fees I have paid to use its facilities if I choose not to sign this agreement.
- 7. 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 a specific term, language, or provision giving rise to such ambiguity.

8. **Enforceability.** 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 provision of this Agreement or of any other applications of such provision and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
9. **Dispute Resolution.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the Parties. If the matter is not resolved by negotiation, the Parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgement may be entered upon it by any court having proper jurisdiction.
10. **Emergency Contact.** In case of an emergency, please call:

(name) _____

(relationship) _____ at

(phone # day) _____ or

(phone # evening) _____

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Signature: _____

Date: _____