

COMPREHENSIVE PARTICIPANT WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

This Participant Waiver, Release of Liability, and Indemnification Agreement (the “Agreement”) is made and entered into by the undersigned individual (the “Participant”) in favor of **5989 Van Dyke, LLC** (the “Owner”), and relates to the Participant’s access to and participation in any and all activities, programs, events, gatherings, or presence (the “Activities”) on or about the real property owned, operated, leased, or otherwise controlled by Owner, located at **5977 N. Van Dyke, Brown City, Michigan 48416** (the “Premises”).

**BY SIGNING THIS AGREEMENT, PARTICIPANT EXPRESSLY
ACKNOWLEDGES THAT THEY ARE WAIVING SUBSTANTIAL
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

1. **Assumption of Risk.** Participant understands and acknowledges that the Premises and Activities involve known and unknown risks, hazards, and dangers, including but not limited to: slips and falls, exposure to environmental conditions, physical exertion, contact with other individuals, consumption of food or beverages, and acts or omissions of third parties. Participant voluntarily elects to accept and assume all risks associated with entry onto the Premises and participation in the Activities, including the risk of personal injury (including permanent disability or death), illness, or damage to personal property, whether such risks arise from the negligence of the Owner or otherwise.

2. **Release and Waiver.** Participant hereby irrevocably and unconditionally releases, waives, and discharges Owner and its members, managers, officers, directors, employees, contractors, volunteers, insurers, representatives, successors, and assigns (collectively, “Releasees”) from any and all claims, demands, liabilities, obligations, actions, causes of action, losses, costs, and expenses of any kind or nature whatsoever (including attorney’s fees and court costs), whether known or unknown, suspected or unsuspected, which may accrue or arise out of or relate to Participant’s entry onto the Premises or participation in any Activities, whether caused in whole or in part by the negligence of the Releasees or otherwise.

3. **Indemnification and Hold Harmless.** Participant agrees to indemnify, defend, and hold harmless the Releasees from and against any and all losses, claims, liabilities, damages, costs, and expenses (including attorneys' fees and costs) resulting from:

- a. Participant's own acts, omissions, or negligence;
- b. Any damage or injury to, or by, third parties or their property caused by Participant;
- c. Any failure by Participant to comply with the terms of this Agreement or any rules and regulations of the Premises;
- d. Any claim brought by any third party arising out of or related to Participant's conduct or presence on the Premises.

This indemnification shall apply regardless of whether such claims arise from the alleged negligence of the Releasees and shall survive termination of this Agreement.

4. **Medical Authorization and Insurance Disclaimer.**

Participant acknowledges and agrees that:

- a. The Releasees do not assume any responsibility or obligation to provide financial assistance, medical, or other insurance for Participant.
- b. Participant is solely responsible for all medical costs and related expenses in the event of injury or illness.
- c. In the event of an emergency, the Owner or any of its representatives may, but is not obligated to, secure medical treatment for the Participant, and Participant shall be responsible for the cost of such treatment.
- d. Participant represents and warrants that they are in good health and have no known physical or mental condition that would impair their ability to safely participate in the Activities.

5. **Responsibility for Guests and Minors.** Participant shall be solely responsible for the conduct, safety, and supervision of any guests, children, or other individuals who accompany them to the Premises, and shall ensure that such individuals comply with all provisions of this Agreement. Participant shall indemnify and hold harmless the Releasees for any claims arising from the actions or presence of such individuals.

6. **Rules, Regulations, and Conduct.** Participant agrees to abide by all instructions, rules, and regulations communicated by Owner, either orally or in writing. Owner reserves the right to remove any individual from the Premises at its sole discretion for any reason, including but not limited to behavior deemed inappropriate, disruptive, or dangerous.

7. **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Any legal action or proceeding arising under or related to this Agreement shall be brought exclusively in the courts of Lapeer County, Michigan, and Participant hereby consents to the exclusive jurisdiction and venue of such courts.

8. **Severability; Binding Effect.** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns.

9. **Entire Agreement.** This Agreement constitutes the full and entire understanding between the parties with respect to the subject matter herein and supersedes any prior or contemporaneous oral or written agreements. No modifications to this Agreement shall be effective unless in writing and signed by both parties.

10. **Acknowledgment.** I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS CONTENTS, AND VOLUNTARILY AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND THAT I AM WAIVING SIGNIFICANT LEGAL RIGHTS BY SIGNING BELOW, INCLUDING THE RIGHT TO SUE.

{Signature page and further attestation of Participant follows on next page.}

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I DESIRE TO PARTICIPATE IN THE ACTIVITIES, INCLUDING, WITHOUT LIMITATION, TO ENTER ANY AREA WHERE THE ACTIVITIES TAKE PLACE, OR TO OBSERVE OR OTHERWISE PARTICIPATE IN OR IN ANY OTHER WAY BE INVOLVED FOR ANY PURPOSE WITH THE ACTIVITIES. IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE ACTIVITIES, I HEREBY AGREE TO ALL THE TERMS OF THIS AGREEMENT, INCLUDING ALL THE COVENANTS AND AGREEMENTS LISTED ABOVE.

I SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THIS DOCUMENT IS NOT INTENDED TO BE A GENERAL RELEASE SUBJECT TO LIMITATIONS AND CONDITIONS THAT WOULD OTHERWISE APPLY UNDER APPLICABLE STATE LAWS, ORDINANCES, STATUTES, RULES, AND REGULATIONS (COLLECTIVELY, "APPLICABLE LAW"), AND ADDITIONALLY AGREE TO WAIVE ANY AND ALL GENERAL RELEASE LIMITATIONS PROVIDED BY APPLICABLE LAW OR ANY RIGHTS GRANTED TO ME UNDER APPLICABLE LAW. THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED AS BROADLY AS POSSIBLE UNDER THE APPLICABLE LAW OF THE JURISDICTION IN WHICH THE ACTIVITY TAKES PLACE.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A LEGALLY BINDING CONTRACT THAT WAIVES CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Dated: _____

Signature: _____

Name (Printed): _____