

Still Waters Edge Retreat, LLC requires that everyone has a current and complete liability waiver. A new waiver is required every year. If the participant is under 18 years of age a legal parent or guardian must complete the waiver for the minor. Before signing the waiver please read the entire waiver & review the rules & regulations listed below. In order to help expedite the process we have added an online waiver and ask that everyone fills one out before they visit us at Still Waters Edge Retreat, LLC.

NO Lifeguards are on duty.

Ages 7 and up on the Zip Line.

One person on the zip line at a time.

Life Jackets must be worn at all times if under age 18.

Children under age 16 MUST be accompanied by an adult.

Anyone in the water (swimming, boating, kayaking, canoeing, paddle boarding, etc.) must have a life jacket on.

Only 5 people on the water bouncer at a time.

Obey all park rules.

Use the facility at your own risk.

You assume the risk of injury at Still Waters Edge Retreat, LLC.

Still Waters Edge Retreat, LLC

Park Warning, Assumption of Risk, Release of Liability & Indemnification Agreement

Please read carefully before signing. This is a release of liability & waiver of legal rights.

The person who is using the park shall be referred to hereinafter as "participant". The "undersigned" means only the participant when the participant is age 18 or older OR it means both the participant and the participants parents or legal guardian when the successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders. The "activity" means using Still Waters Edge Retreat facilities for any purpose.

1. Risks of activity. The undersigned agree and understand that taking part in the activity can be hazardous and involves the risk of physical j and / or death. The undersigned acknowledge that the activity is inherently dangerous and fully realize the dangers of participating in the activity. the risks and dangers of the activity include, but are not limited to: actual or alleged transmission of a communicable disease such as Covid-19, water flow, tides, currents, wakes, drowning, entanglement, impacts, collisions with other participants, watercraft, and other manmade and natural objects, weather conditions, exposure to elements, impacts and falls, equipment failure and or defects, marine and other wildlife, operator error, mental distress from exposure to any of the above, and negligence of employees or others. the undersigned acknowledge and understand that the description of the risks listed above is not complete and that partaking in any activities may be dangerous and may include other risks.

2. Release, indemnification, and assumption of risk. In consideration of the participant being permitted to participate in the activity, the undersigned agree as follows:

Release. The undersigned hereby irrevocably and unconditionally release, forever discharge, and agree not to sue or bring any other legal action against the RELEASED parties with respect to any and all claims and causes of action of any nature, whether currently known or unknown which the undersigned, or any of them, have or which could be asserted on behalf of the undersigned in connection with the participants participation in the activity, including, but not limited to claims of negligence, breach of warranty, and or breach of contract.

Indemnification. The undersigned hereby agree to indemnify, defense, and hold harmless the released parties from and against any and all liability, cost, expense, or damage of any kind of or nature whatsoever and from

any suits, claims or demands including legal fees and expenses whether or not in litigation, arising out of, or related to participants participation in the activity.

Assumption of Risk. The undersigned agree and understand that there are dangers and risks associated with the participation in the activity and that injuries and or death may result from participation in the activity, including but not limited to the acts omissions, representations, carelessness, and negligence of the released parties. By signing this document, the undersigned recognize that property loss, injury and death are al possible while participating in the activity. Recognizing the risks and dangers, the undersigned understand the nature of the activity and voluntarily chooses for participant to participate in and expressly assume all risk and dangers of the participation in the activity whether or not described above, known or unknown , inherent, or otherwise.

Minor Acknowledgment. In the case of a minor participant, the undersigned parent or legal guardian acknowledges that he/she is not only signing this agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this agreement. Additionally, by signing this agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the activity. By signing this agreement without a parent or legal guardian's signature, participant under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor participant, signing adults represent that they are a legal parent to guardian of the minor participant.

Medial Care. Undersigned authorize the released parties and/or their authorized personnel to call for medical care for participant or to transport participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

Miscellaneous. The undersigned further agree and understand: a) participant will not engage in any activities prohibited by any applicable laws, statues, regulations and ordinances; b) this agreement shall be governed by the laws of the state of Kansas, and the exclusive jurisdiction and venue for any claim arising out of this agreement shall be the state courts located in Woodson County, Kansas, and the undersigned expressly agree and consent to jurisdiction in said courts; c) this agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; d) the undersigned understand and acknowledge that this agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of the undersigned that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives of the undersigned.

Print Name _____

Minor Child(s) _____

Signature _____

Date _____