



Water Play Park - Assumption of Risk, Release of Liability, and Indemnity Agreement

Site #: _____

Participant First and Last Name		Home Address, City, State & Zip	
Emergency Phone Number	Email Address		Date of Birth
Participant First and Last Name		Home Address, City, State & Zip	
Emergency Phone Number	Email Address		Date of Birth
(1)		(2)	
Minor Child First and Last Name	Date of Birth	Minor Child First and Last Name	Date of Birth
(3)		(4)	
Minor Child First and Last Name	Date of Birth	Minor Child First and Last Name	Date of Birth

It is agreed and understood that the following are requirements to participate at the Point Sebago Water Play Park:

- Each Participant and Parent or Legal Guardian for each Participant under 18 years of age, needs to be present and must complete and sign this Agreement before participating at the Water Play Park.
- Participants must wear a USCG Personal Flotation Device (DFD) and keep it buckled and zipped at all times. Parent or Legal Guardian for Participant under 18 years of age must secure the flotation device; Point Sebago staff are not responsible for ensuring proper buckling and zipping of device.
- **Participants are not permitted to swim underneath any of the inflatables.**
- Sharp objects (such as jewelry, hair pins, etc.) or other dangerous materials are not permitted.
- Point Sebago may not be held responsible for lost or damaged personal items.
- **Absolutely no one is allowed to dive under the Water Play Park to retrieve a lost item or for any other reason.**
- Anyone who appears to be under the influence of drugs or alcohol may not participate in the Water Play Park.
- Pregnant women are prohibited from going on or participating in any Water Play Park activity.
- Point Sebago staff reserve the right to remove anyone who disregards the safety rules. There will be no refunds if such action is required.
- Point Sebago staff reserve the right to close the Water Play Park at any time due to inclement weather deemed unsafe for guests.
- Proper swim gear is required. No cut off shorts or jeans are allowed on the Water Play Park.
- All Participants MUST be able to swim.
- The minimum age requirement to use the Water Play Park is 6 years of age.
- Attendance at a safety briefing prior to participation is required and will begin 20 minutes before every session.
- The Kids Water Play Park is approved for Participants 6 – 8 years of age and a Parent or Legal guardian must be in the water supervising the Participant during their session.
- The Big Water Play Park is for Participants 9+ years of age and any Participant between 9 – 13 years of age, needs a Parent or Legal Guardian present on the beach during their session.

Read this agreement carefully before you sign it. This is a binding agreement by you in favor of the Operators (as defined below) for all your activities at the Point Sebago Water Play Park, (the "Park"). You are signing this agreement in exchange for being allowed to enter the Park and to perform activities there.

1. Disclosure of Risks. Outdoor watersport activities are extreme sports and possess an elevated level of danger that could result in physical and emotional injury, death, and property loss and damage. These risks include, but are not limited to: drowning; impacting water, the shore, lake bottom, boats (including engine propellers), other patrons, and man-made objects such as buoys, ramps, and rails, possibly at high speeds; high waves and ships' wakes; entanglement with cables and tow ropes; wet and slippery surfaces on shore; exposure to wildlife, insects, and waterborne diseases such as the amoeba naegleria fowleri; and other risks associated with outdoor watersport activities such as wave action, inclement weather, lightning, low water temperature in winter months, and heat and sun-related injuries and illnesses like sunburn, sun stroke, and dehydration. Safety equipment may not adequately protect you, your minor Child, or other Participants. Participants may perform activities beyond their physical limits, or otherwise act in a negligent, reckless, or intentional manner which may contribute to the injury or death of themselves or other Participants. Staff, Participants, and other individuals may act negligently, recklessly, or wrongfully. **There are no lifeguards on duty at the Water Play Park.** Therefore, you, your minor Child or other Participants will swim and participate in watersport activities at your own risk. I understand and appreciate all of these risks and the possible outcomes, and I voluntarily choose to participate, nonetheless. In addition, I have explained these risks to my Child(ren), and we appreciate them and the possible outcomes. My Child(ren) and I voluntarily choose to participate, nonetheless.

2. Assumption of Risk. To the maximum extent permitted by law, I acknowledge, comprehend, and assume all risks of injury, death, and property loss and damage to me, my minor Child(ren) or any other Participant while at the Park, regardless of whether inherent or described in this agreement. I do so on behalf of myself and my Child(ren) as their Parent or Legal Guardian. I agree that I shall supervise my Child(ren's) activities while at the Park, and that I am solely responsible for supervising their conduct.
3. Waiver, Release, Covenant Not to Sue, and Indemnification. I hereby agree, both for myself and on behalf of my Child(ren) as their Parent or Legal Guardian, to each of the following provisions for the benefit of Cove Communities REIT – Venture I, LLC, Point Sebago – Venture I, LLC dba Point Sebago, and their respective owners, successors, affiliates, managers, officers, and employees (all being collectively referred to as the "Released Parties"):
 - a. I waive all of my rights, and each of my Child(ren)'s rights, to pursue claims against the Released Parties for losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses through all levels of adjudication (including appeal)) for personal injury (including death), property loss and damage, and all other liabilities, claims, demands, actions, and causes of action whatsoever in any way relating to my activities, and to any of my Child(ren)'s activities, at the Park, or my failure to supervise those activities (collectively, "Losses"); to the extent that those Losses result from an "inherent risk" (as defined in Maine Statute) in such activities; and
 - b. I release and covenant to not sue, and to cause each of my Child(ren) to not sue any and all Released Parties for Losses, and neither I nor my Child(ren) will not voluntarily participate in any proceeding seeking Losses from a Released Party; and
 - c. I will indemnify, protect, defend, and hold harmless all Released Parties from and against all Losses asserted against or incurred by any of them, regardless of whether such Losses are suffered or caused by me, my Child(ren) and regardless of who asserts them.
 - d. Participants insurance company, shall not have, and participant hereby waives, any rights of subrogation against the Park or any Released Party on account of any Losses.

These waivers, releases, covenants, and obligations include all claims that are based upon the negligence of the Park or any Released Party (including gross negligence to the maximum extent permitted by law), but do not include intentional, wanton, or willful misconduct.

4. Other Provisions.
 - a. I have verified with a medical doctor that myself and each of my Child(ren) are in a physical condition that is suitable to participate in all Park activities. If I or my Child(ren) do not feel physically capable of performing an activity at the Park, we will refrain from that activity. We (myself and Child(ren)) will utilize all appropriate safety devices at the Park (such as lifejackets). My Child(ren) and I agree to read and obey all safety rules that are posted at the Park or available online and all instructions by staff at Park. I agree that my Child(ren) will not use any water obstacles if they are too young or unskilled.
 - b. If any term of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected and the term in question shall be valid and enforced to the fullest extent permitted by law. This agreement shall be governed by the law of the State of Maine, and all disputes shall be resolved in state or federal courts located in Cumberland County, Maine. I am eighteen (18) years of age or older, I am the Parent or Legal Guardian of each Child(ren), and I have full legal capacity to execute this agreement on behalf of myself and on behalf of each Child(ren). This agreement will remain in full force and effect and apply to all of my and my Child(ren)'s visits to the Park once signed. I may only revoke this agreement in a writing signed by me, and I acknowledge that I cannot and will not permit my Child(ren) to enter the Park unless this agreement is valid and binding against me and my Child(ren), and that any revocation will not apply to me or my Child(ren)'s activities at the Park on or prior to the date of revocation. In addition, I certify that I am either: (i) the Child(ren)'s "natural guardian"; or (ii) the Children's legal guardian and that the Child has no "natural guardian".
 - c. I acknowledge that Cove Communities REIT – Venture I, LLC, Point Sebago – Venture I, LLC dba Point Sebago (the "Operators") might record or photograph me or my Child(ren)'s likeness, performance, and participation at the Park. I agree that the Operators will be the sole owner of all rights to those recordings and photographs forever, and that the Operators may use my or my Child(ren)'s likeness in these recordings and photographs in all publications and advertisements, all without any payment of consideration or liability to me or to my Child(ren). This agreement is irrevocable by me and my Child(ren).
 - d. I acknowledge that the Operators may deny access to the Park to myself or my Child(ren) at any time, and that fraudulent use of any of the wristbands or tickets could result in disciplinary action, including one or more of the following: (i) a charge of \$50.00 or more per incident, per Participant; (ii) permanent loss of me or my Child(ren)'s wrist band or ticket; (iii) immediate expulsion, without refund.

- e. Alcohol and Drugs: Participant is not, and on the date of participation in the activity(ies) will not be, under the influence of alcohol or any prescription or non-prescription drugs that would in any way impair Participant's ability to safely participate in the activity(ies). I further understand that the consumption of any alcohol and any illicit or illegal drugs or substances during participation is strictly prohibited.
- f. This Agreement will apply for every day Participant uses the Park without requiring Participant, Parent or Legal Guardian to sign an additional agreement for each day, season, or year, until a new Assumption of Risk, Release of Liability, and Indemnity Agreement is executed by or on behalf of Participant, or Participant revokes it in writing and that writing is accepted in writing, signed by the Released Parties' authorized representative. This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable to the fullest extent permitted by law. This Agreement shall be binding upon my and/or the Minor's assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives.
- g. I acknowledge the minimum rules and requirements of the Point Sebago Water Play Park, which are (i) Participant must be able to swim; (ii) Participant must be at least 6 years old; (iii) Participant must wear a US Coast Guard approved life vest at all times; (iv) Big Water Play Park is for Participants 9+ years of age; (v) Kids Water Play Park is for Participants 6 – 8 years of age; (vi) any child using the Kids Water Play Park (6-8 years old) must have a Parent or Legal Guardian in the water zone/area supervising the Child(ern); (vii) any child using the Big Water Play Park must have a Parent or Legal Guardian monitoring their Child(ren) from the beach (viii) a signed waiver must be on file for all Participants, regardless of age; (viii) attendance at a safety briefing is required prior to participation and will begin 20 minutes before every session begins.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I HAVE HAD THE OPPORTUNITY TO HAVE MY LEGAL COUNSEL REVIEW IT. I AGREE THAT, BY SIGNING IT, I AM WAIVING CERTAIN LEGAL RIGHTS ON BEHALF OF MYSELF AND MY CHILD(REN) WHICH I, MY CHILD(REN), OR MEMBERS OF OUR FAMILY, HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS MIGHT HAVE AGAINST THE RELEASED PARTIES.

Name of Adult Participant (please print)	Signature of Adult Participant (18 years & older must sign)	Date
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Name of Adult Participant (please print)	Signature of Adult Participant (18 years & older must sign)	Date
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FOR PARTICIPANTS OF MINORITY AGE: BY SIGNING ON BEHALF OF A MINOR OR OTHER PARTICIPANT (LISTED ON FIRST PAGE), I REPRESENT THAT I AM AUTHORIZED TO SIGN ON THE MINOR PARTICIPANT'S BEHALF and/or I AM THE LEGAL GUARDIAN OF THE MINOR PARTICIPANT and acknowledge that Participant is bound by all the terms of this Agreement. I understand that the Minor Participant would not be permitted to take part in the Park unless I agree to the terms of this Agreement.

Name of Parent or Legal Guardian (please print)	Signature of Parent or Legal Guardian	Date
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