

2610 - General Liability, COVID & Other Contagions Waiver

Brook Pointe Resort

General Liability, COVID & Other Contagions Waiver – Brook Pointe Holdings, Inc (d/b/a Brook Pointe Resort) All guests of Brook Pointe Holdings, Inc (d/b/a Brook Pointe Resort) (“Resort”) will be required to be checked in and out upon arrival/departure, and agree to follow the Resort’s rules and regulations. Acknowledgements of risks, release, indemnification agreement, and covenant not to sue. Each part of this document must be completed and signed before using Resort facilities or participating in Resort activities. This agreement covers all user(s) between now and until a new waiver has been signed by user. **Notice:** This is a legally binding document. If not understood, legal advice should be sought. By signing this document, you give up your right, the rights of all other guest in your party and the right of your and your party’s heirs, next of kin, personal representatives, and assigns to bring a court action, now or any time in the future to recover compensation or obtain any other remedy for an injury to yourself or your property or for your death, however caused, arising out of your use of the Resort facilities including, but not limited to, use of the paths, outdoor recreation areas, pool, and firepit, even if such claim is based upon actual negligence of Resort or its employees, directors, or workers.

Adult User 1: _____ Birthdate: _____ Check-In Date: _____

Adult User 2: _____ Birthdate: _____

Additional Guest/Name	Birthdate	Additional Guest/Name	Birthdate
1.		6.	
2.		7.	
3.		8.	
4.		9.	
5.		10.	

As a User(s), I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, in the United States of America, and that this release shall be governed by and interpreted in accordance with the laws of the State of Indiana. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable. I understand and accept the risks; I understand and agree to abide by the code of conduct; and I accept responsibility for injury to myself; my own property; and harm to others that I have caused. In signing this release, I acknowledge and represent that: A. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed; B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made; C. I am at least eighteen (18) years of age and fully competent; and D. I execute this Release for full, adequate and complete consideration fully intending to be bound by same. E. I agree that in any action to enforce or interpret the terms of this Agreement, the prevailing party shall be awarded, in addition to any other remedy or compensation, its reasonable attorney fees and costs.

<p>1. Acknowledgement of Risks</p> <p>The undersigned User(s) ("User(s)") hereby acknowledges and agrees that the use of the facility operated by Resort has inherent risks. User(s) fully recognizes and appreciates the dangers inherent with Resort activities, including but not limited to uneven ground, rocks, use of Resort facilities including but not limited to the exercise room, trails and pools ("Facilities"); swimming, hiking and other resort related activities that occur at or near the water or in nature. User(s) is assuming the hazard of risk to User(s) since User(s) desires to use facilities at Resort. User(s) realizes that User(s) is subject to injury from these activities and that no form of preplanning can remove all of the danger to which User(s) is being exposed. User(s) further represents and warrants to Resort that User(s) has full knowledge of the nature and extent of all risks associated with activities at Resort and the use of equipment, including but not limited to: risk of physical injury, disability, or death and risk of loss of use or damage to my personal property. Risks include but are not limited to weather related hazards, animal or insect attack, allergy or injury or death from plant life, drowning, the possibility of slips and falls, pinches, scrapes, crushing or jolts that could result in lacerations, fractures, burns, or even more severely debilitating or life-threatening hazards. I understand that injury or loss may result from unknown or unexpected risks, but may also result from environmental conditions, from the acts or omissions of others, or from the unavailability of immediate and/or adequate emergency medical care, the use of equipment, materials owned by, or facilities acquired by the Resort, injuries resulting from the actions, omissions or negligence of Resort or others; blatant or apparent defects or conditions in equipment or property supplied by Resort; injuries resulting from the physical condition or actions, omissions, negligence in any degree of User(s); all manner of injuries resulting from falling and hitting furniture or other items such as, but not limited to, tables, chairs, buildings or the ground; injuries resulting from contact with other User(s) of Resort facilities and activities; injuries resulting from contact with Resort Facilities including but not limited to stairs, doors, counters, windows, arcade games, and furniture whether permanently or temporarily in place; first aid, emergency treatment or other services rendered by Resort or others; and there is also the possibility that my engaging in such activities could cause injury or harm to a person other than myself. BY ENGAGING IN THESE ACTIVITIES, THE PARTICIPANT ASSUMES THE RISK OF SERIOUS INJURY OR DEATH.</p>	<p>2. Releases, Indemnification and Covenant Not to Sue</p> <p>User(s) voluntarily releases and forever discharges and covenants not to sue Resort, and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of or are in any way connected with User(s)'s attendance at Resort or participation in any Resort activity, including, but not limited to any and all negligence, of Resort, its agents or employees, and all other persons or entities, for any and all injury, death, illness or disease, and damage to User(s) or User(s) property. User(s) further agrees, promises and covenants to hold harmless and to indemnify Resort, its agents, workers, directors and employees, and all other persons or entities against all damage which User(s) may negligently or intentionally cause to spectators or other third parties in the course of User(s) participation in any Resort activity. User(s) further agrees, promises and covenants not to use, assert or otherwise maintain any claim against Resort, its agents, workers, directors and employees, and all other persons or entities, for any injury, death, illness or disease, or damage to User(s) or User(s) property, arising from or connected to User(s) participation in any activity or from any claims asserted against User(s) by spectators or other third parties. In signing this document, User(s) fully recognizes that if anyone is hurt or dies, or property is damaged while User(s) is in Resort facilities, User(s) will have no rights to make any claim or file a lawsuit against Resort, its agents or employees even if Resort, its agents or employees, or any of them negligently caused the bodily injury or property damage. Each party hereby irrevocably waives its rights to trial by jury in any Action or proceeding arising out of this agreement or the transactions relating to its subject matter. User(s) grants and convey unto the Resort, all right, title and interest in any and all photographic images, security video and audio recordings obtained during use of the Resort. User(s) have no permission to view or have access to this footage without a subpoena.</p>
<p>3. Acknowledgment of Effect of This Release Agreement</p> <p>User(s) Understands and acknowledges that by signing this document User(s) has given up certain legal rights and/or possible claims which User(s) might otherwise assert or maintain against Resort, its agents, workers, directors or employees, and other persons or entities, including but not limited to rights arising from or claims for the acts or omissions, fault or negligence of Resort, its agents or employees or any other persons or entities. User(s) understands and acknowledges that by initialing and/or signing this document, User(s) has assumed responsibility and LEGAL LIABILITY for the claims or other legal demands, including defense costs, which may be asserted by third parties against User(s) as a result of User(s) use of the Resort.</p>	<p>4. Participant Insurance Benefits and Representation of Physical Condition</p> <p>User(s) understands and acknowledges that no medical insurance benefits will be provided to User(s) for injuries occurring while User(s) is using Resort. User(s) certifies that User(s) has sufficient health, accident, and personal liability insurance to cover bodily, property damage, or any consequences resulting from User(s)'s participation in Resort activities. If User(s) has no such insurance, User(s) certifies that User(s) is capable of personally paying for any and all expenses or liability. User(s) further acknowledges that the undersigned is in good physical and mental health, not suffering from any condition, disease, or disablement, which would or could potentially affect participation in activities at Resort.</p>
<p>5. Consideration</p> <p>In consideration of this agreement, Resort will permit User(s) to participate in Resort activities, subject to User(s)'s compliance with all Resort Rules, Signage, Regulations and Safety Policies, which may be amended from time to time. It is the responsibility of User(s) to request to inspect all such Rules, Regulations and Policies. Resort retains the right to deny entrance to its facilities or participation in its activities, to anyone in its sole discretion. User(s) understands that this constitutes the entire agreement between undersigned ("User(s)") and Resort, its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of Resort, its agents, workers, directors or employees or by User(s). User(s) and Parents/Guardians signatures below indicate that they have read this entire document in full, understands it completely, and agrees to be bound by its terms. This Waiver and Release is a Indiana contract and User(s) consents to the jurisdiction and venue for any action relating to this Waiver and Release in Kosciusko county regardless of User(s) residence or domicile.</p>	<p>6. Acknowledgement of Responsibility</p> <p>I consent to medical treatment in the event of injury, accident and/or illness during my use of the Resort. In the event I am injured or become ill while participating in this during my use of the Resort, I understand and agree that I will accept responsibility for any medical bills, including co-payments and deductibles. In the event User(s) injured or my property is damaged as a result of my use of the Resort, I will not seek reimbursement from the Resort. In the event that while using the Resort, I cause harm to another person or another person's property I accept sole responsibility for my actions and indemnify the Resort and hold it and its officers, directors, employees, contractors and assigns harmless therefrom. I agree to stay in all marked areas, trails and to not leave designated areas for guest use.</p>
<p>7. Covid-19 and other Contagions</p> <p>I "Releasor" or "I" or "User" on behalf of myself and the occupants of my party (meaning any physical unit located in the Resort), hereby release and indemnify Brook Pointe Resort ("resort" and "releasee", its owners, agents, servants and employees from any liability regarding me or anyone staying in my unit relating to COVID-19 and any other viruses or illnesses that they may get as a result of staying at the resort.</p>	<p>8. Waiver of Food & Drinks Liability</p> <p>As a User(s), I assumes all risk of personal injury, illness or death arising out of or resulting from consumption of food items provided by "resort" and discharges Brook Pointe Resort and their respective owners, directors, officers, partners, and employees, and agents from any and all claims, liabilities, damages, losses, or other expenses of any nature whatsoever for any personal injury, illness, or death (collectively, "claims") arising out of or resulting from the consumption of the food and or drink items provided by the resort.</p>

By signing below, I agree to and accept all the terms contained herein on behalf myself and on behalf of all other guests in my party listed above. By signing below, I further warrant that I have read and understand this document I possess all the necessary legal authority to bind all other guests in my party listed above to the terms contained herein.

Signature Adult User 1

Signature Adult User 2