



PROGRESSIVE RESORTS, LLC
Please read carefully before signing.

AGREEMENT REGARDING RISK OF ACTIVITIES, WAIVER OR LIABILITY AND INDEMNIFICATION AGREEMENT.

I apply for myself and my child(ren) to participate in all activities offered by Progressive Resorts, LLC dba Double JJ Resort.

I know of, understand and appreciate that:

The use of the facilities and/or participation in the activities, including but not limited to sports, games, pastimes, contests, winter activities, water activities, water parks, archery range, gun range, golfing, golf cart usage, and riding in horse-drawn and tractor-drawn vehicles will expose us to above normal risks. Dog sledding, tubing, cross-country skiing, snowmobiling, ice skating, ski-joring (collectively, the "Activity") are each HAZARDOUS and involve a great risk of physical injury or death. The hazards include but not limited to falls, collisions with man-made and natural objects and with other participants, varying weather, snow, ice and terrain conditions and unpredictable actions of the dogs. Medical or emergency transportation may not be available. I represent that we have no health or physical problems that will interfere with or cause risk to any of us or others from our use of the facilities or participating in these activities. In consideration of being the opportunity to participate, for myself and my child(ren):

WARNING: UNDER MICHIGAN LAW, EACH PERSON WHO PARTICIPATES IN THE SPORT OF SKIING AND SNOWMOBILING ACCEPTS THE DANGERS THAT INHERE IN THESE SPORTS INSOFAR AS THE DANGERS ARE OBVIOUS AND NECESSARY. THOSE DANGERS INCLUDE, BUT ARE NOT LIMITED TO, INJURIES WHICH CAN RESULT FROM VARIATIONS IN TERRAIN; SURFACE OR SUBSURFACE SNOW OR ICE CONDITIONS; BARE SPOTS; ROCKS, TREES, AND OTHER FORMS OF NATURAL GROWTH OR DEBRIS; COLLISIONS WITH SIGNS, FENCES, SKI LIFT TOWERS AND THEIR COMPONENTS, WITH OTHER SKIERS, SNOWMOBILERS, OR WITH PROPERLY MARKED OR PLAINLY VISIBLE SNOW-MAKING OR SNOW-GROOMING EQUIPMENT.

I represent that neither I nor my child(ren) have any health or physical problems that will interfere with my participation in the Activity. In consideration of being given the opportunity to engage in the Activity:

- I assume and accept for myself and my child(ren) all risks of any injury and the hazards involved in the Activity.
-I agree that I am responsible for my own safety and the safety of my child(ren).
-I agree that I am solely responsible for injuries incurred by me and my child(ren).
-I agree that I am the final judge of the abilities of myself and my child(ren) to engage in the Activity.
-I agree that my child(ren) and I shall follow all rules and policies established for the activity.

I RELEASE, WAIVE AND AGREE NOT TO SUE PROGRESSIVE RESORTS, LLC dba DOUBLE JJ RESORT OR ANY PERSON OR ENTITY CONNECTED WITH THEM OR THE PREMISES UPON WHICH THE ACTIVITY TAKES PLACE, OR THEIR AGENTS, EMPLOYEES OR ANYONE CONNECTED WITH ANY OF THEM ('PROTECTED PERSONS') FROM ANY CLAIM FOR DAMAGES CAUSED, OR PARTIALLY CAUSED, BY A NEGLIGENT ACT OR OMISSION OF ANY OF THE PROTECTED PERSONS OR ANY OTHER PARTICIPANT IN THE ACTIVITY. I UNDERSTAND THAT I AM GIVING UP THE RIGHT TO SUE FOR NEGLIGENCE. I DO NOT RELEASE ANYONE FOR ANY ACT OF GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT.

I agree to indemnify the Protected Persons from all damages and costs claimed by anyone else caused, or partially caused, by my conduct. This includes all damages and costs claimed by my spouse or children. I understand that "to indemnify" means that I accept the responsibility for any and all damages and costs claimed by another. If I am renting equipment in connection with the Activity, I accept the equipment "as is" and accept full responsibility for the care of the equipment while it is in my possession. I understand and agree that I am responsible for the full replacement value of any equipment not returned, and I agree to pay for all damages to the equipment which exceeds normal wear and tear.

If I am signing this Liability Release on behalf of a minor child (the "Child"):

I represent and warrant that I am the Child's parent, legal guardian, or responsible person, the Child is in good health, and there are no special problems associated with the Child's care.

I accept sole responsibility for all of the Child's care and treatment expenses incurred because of the Activity.

I agree to indemnify the Protected Persons for any and all claims brought by the Child or by a third party arising out of the Child's participation in the Activity, so that I am solely responsible for injuries incurred by my Child except on account of gross negligence or willful and wanton misconduct.

I understand that CHILDREN UNDER THE AGE OF 12 MUST BE ACCOMPANIED by an adult.

I HAVE CAREFULLY READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I AM AT LEAST 18 YEARS OF AGE. I UNDERSTAND THAT THE ACTIVITY IS PROVIDED ONLY BY PROGRESSIVE RESORTS, LLC. AND NOT BY DOUBLE JJ RESORT OR THOROUGHbred GOLF CLUB. I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

PRINTED name(s) of ADULT PARTICIPANT(S):

SIGNATURE of ADULT PARTICIPANT(S):

PRINTED name(s) of PARTICIPANT(S) under 18 yrs. old:

SIGNATURE of parent, legal guardian or responsible person if under 18 yrs. old:

PERMANENT ADDRESS OF ADULT _____

street

city, state, zip

Date _____

WEST MICHIGAN EQUESTRIAN, LLC

Please read carefully before signing.

Safety helmets available, without charge, at main barn.

AGREEMENT REGARDING RISK OF HORSEBACK RIDING AND OTHER EQUINE ACTIVITIES, WAIVER OR LIABILITY AND INDEMNIFICATION AGREEMENT.

I apply for myself and my child(ren) to ride horses and engage in other equine activities offered by West Michigan Equestrian, LLC, upon facilities made available through West Michigan Equestrian, LLC.

I know of, understand and appreciate that:

Horseback riding and other equine activities (collectively, 'the activity'), have inherent risks that include, but are not limited to, loss of control, collisions, obstacles, ground conditions, unpredictable actions of the horse, and acts of other participants, and instructions from riding staff.

These risks will expose me and my child(ren) to injury or death.

A safety helmet is highly recommended because it may prevent or reduce the severity of some head injuries, and may even prevent death. Medical or emergency transportation may not be readily available.

WARNING: UNDER THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN AN EQUINE ACTIVITY RESULTING FROM AN INHERENT RISK OF THE EQUINE ACTIVITY.

I represent that neither I nor my child(ren) have any health or physical problems that will interfere with horseback riding or other equine activities. In consideration of being given the opportunity for me and my child(ren) to ride a horse and engage in other equine activities offered by West Michigan Equestrian, LLC:

-I assume and accept all risks of any injury and dangers to myself and my child(ren) involved in horseback riding and other equine activities.

-I agree that I am responsible for my own safety and the safety of my child(ren).

-I agree that I am solely responsible for injuries incurred by me and my child(ren).

-I agree that I am the final judge of the riding abilities of myself and my child(ren).

-I agree that my child(ren) and I shall follow all rules and policies established by West Michigan Equestrian, LLC.

I RELEASE, WAIVE AND AGREE NOT TO SUE FOR MYSELF OR MY CHILD(REN) WEST MICHIGAN EQUESTRIAN, LLC, OR THE OWNERS OR OPERATORS OF PREMISES UPON WHICH HORSEBACK RIDING AND OTHER EQUINE ACTIVITIES TAKE PLACE, OR THEIR AGENTS, EMPLOYEES OR ANYONE CONNECTED WITH ANY OF THEM ('PROTECTED PERSONS') FROM ANY CLAIM FOR DAMAGES CAUSE, OR PARTIALLY CAUSE, BY A NEGLIGENT ACT OR OMISSION OF ANY OF THE PROTECTED PERSONS OR ANY OTHER PARTICIPANTS IN THE ACTIVITIES. I UNDERSTAND THAT I AM GIVING UP THE RIGHT TO SUE FOR NEGLIGENCE.

I DO NOT RELEASE ANYONE FOR ANY ACT OF GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT.

I agree to indemnify the Protected Persons from all damages and costs claimed by anyone else caused, or partially caused, by my conduct and from all damages and costs claimed by my spouse, children or anyone else. I understand that 'to indemnify' means I accept responsibility for payment of damages to someone else.

If I am signing this Liability Release on behalf of a minor child (the 'Child'):

-I represent and warrant that I am the Child's parent, legal guardian, or responsible person, the Child is in good health, and there are no special problems associated with the Child's care.

-I accept sole responsibility for all of the Child's care and treatment expenses incurred because of the activity.

-I agree to indemnify the Protected Persons for any and all claims brought by the Child or by a third party arising out of the Child's participation in the Activity.

I UNDERSTAND THAT HORSEBACK RIDING AND OTHER EQUINE ACTIVITIES ARE PROVIDED BY WEST MICHIGAN EQUESTRIAN, NOT BY DOUBLE JJ RESORT OR PROGRESSIVE RESORTS, LLC.

I UNDERSTAND EACH AND EVERY ONE OF THE PROVISIONS OF THIS AGREEMENT. I AM AT LEAST 18 YEARS OF AGE.

PRINTED name(s) of ADULT PARTICIPANT(S):

SIGNATURE of ADULT PARTICIPANT(S):

PRINTED name(s) of PARTICIPANT(S) under 18 yrs. old:

SIGNATURE of parent, legal guardian or responsible person if under 18 yrs. old:

PERMANENT ADDRESS OF ADULT _____

street

city, state, zip

Date _____