

PLEASE READ CAREFULLY. THIS IS A RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND INDEMNIFICATION AGREEMENT.

I apply for myself and my child(ren) to participate in winter activities offered by OUTDOOResources, Inc.

I know of, understand and appreciate that:

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 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.

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 OUTDOOResources, INC., DOUBLE JJ RESORT RANCH, INC., 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 wilful 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 OUTDOOResources, INC. AND NOT BY DOUBLE JJ RESORT RANCH OR THOROUGHbred GOLF CLUB.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Signed on this date: _____, 20____

PRINTED names of ADULT PARTICIPANT(S):

SIGNATURE of ADULT PARTICIPANT(S):

X _____

X _____

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

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

X _____

X _____

PERMANENT ADDRESS OF ADULT PARTICIPANT _____