

**RECREATIONAL WATER & LAKE VESSEL
RELEASE OF LIABILITY**

**TOONZ OF BLUE RIDGE, LLC
&
SKIZ OF BLUE RIDGE, LLC**

In exchange for participation in the Recreational Water, Lake Vessel, and various other nautical related activities. Organized by TOONZ OF BLUE RIDGE, LLC and SKIZ OF BLUE RIDGE, LLC (hereinafter "TOONZ & SKIZ"), of _____ and/or use of the property, I agree for myself and (if applicable) for the members of my family, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral/video instructions or directions given by TOONZ & SKIZ, or the employees, representatives or their agents.

2. ASSUMPTION OF RISK(S) AND RELEASE. I recognize that there are certain inherent risks associated with the above described recreational activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge TOONZ & SKIZ for injury, loss or damage arising out of my or my family's use of or presence, property and/or equipment of TOONZ & SKIZ, whether caused by the fault of myself, my family, TOONZ & SKIZ or other third parties.

3. INDEMNIFICATION. I agree to indemnify and defend TOONZ & SKIZ, its agents, employees, volunteers, representatives and/or assigns against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may arise from my or my family's use of TOONZ & SKIZ property, equipment or my/our presence upon the facilities of TOONZ & SKIZ or voluntary presence on the real property, rented or otherwise, from third parties.

4. FEES. I agree to pay for all damages to the facilities, property and/or equipment of TOONZ & SKIZ caused by any negligent, reckless, or willful actions by me or myself or family including but not limited to, failure to observe any posted rules, warnings, guidance from instructional videos, failure to maintain required alcohol policies and laws in accordance with the State of Georgia and/or Federal Laws under any requisite jurisdiction(s).

5. CONSENT.

I, (Individually, Parent or Guardian) (Print Name) _____
of (Address) _____

SIGNATURE: _____

I, (Individually, Parent or Guardian) (Print Name) _____
of (Address) _____

SIGNATURE: _____

consent to the participation of myself and/or as Parent/Legal Guardian:

(Name of Minor(s)) _____,
_____,
_____.

to my/our participation in the recreational water, lake vessel, and various other nautical related activities. In addition to walking to and from TOONZ & SKIZ activity location, as well as all other TOONZ & SKIZ activities, agree on behalf of myself individually or on behalf of the above minor to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent if applicable, that I have legal authority over and custody of any minor child listed above.

6. MEDICAL HISTORY & COVID-19 DISCLOSURE: I agree to complete and disclose to TOONZ & SKIZ the relevant Medical History and COVID-19 Disclosures attached to this Agreement. I further understand that the purpose of these disclosures is to allow TOONZ & SKIZ to assess any pre-existing conditions or current COVID-19 symptoms that could impact the health, safety and welfare of the participants in addition to my ability to safely operate the equipment and vessels utilized for the various activities listed above. I explicitly understand that TOONZ &

SKIZ in their sole discretion reserves the right to deny my participation in the activities listed above. I/We represent that I/We are fully capable of operating the water, lake vessels and/or equipment I/We are renting in relation to the various activities listed above.

7. MEDICAL AUTHORIZATION. In the event of an injury to myself or to the above minor(s) during the above-described activities, I give my permission to TOONZ & SKIZ or to their employees, representatives, or agents to arrange for ALL necessary medical treatment for which I SHALL be personally financially responsible.

TOONZ & SKIZ shall have the following powers:

- a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital;
- b. The power to authorize medical treatment or medical procedures in an emergency situation; and
- c. The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.

8. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in engaging TOONZ & SKIZ for the activities set forth above shall be governed under laws of the State of Georgia.

9. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I FURTHER AGREE AND ACKNOWLEDGE THAT I AM FREE TO HAVE MY OWN LEGAL COUNSEL REVIEW THIS AGREEMENT IF I SO DESIRE. I further agree and acknowledge that Mineral Bluff First Baptist Church has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

10. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

11. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

13. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

14. EMERGENCY CONTACT. In case of an emergency, please call

(Relationship: _____)

at _____

(Relationship: _____)

at _____

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS AND HAVE THE OPTION TO CONSULT WITH ALTERNATIVE LEGAL COUNSEL PRIOR TO EXECUTING THIS AGREEMENT.

Signature: _____

Date: _____

Print Name: _____

Signature: _____

Date: _____

Print Name: _____

MEDICAL HISTORY

CURRENT MEDICAL HISTORY: Please check (✓) all that apply

- Asthma
- Congestive Heart Failure
- COPD/Emphysema
- Heart Attack (MI)
- Hypertension (High BP)
- Seizure/Epilepsy

COVID – 19 SYMPTOMS

REVIEW OF SYSTEMS: Check all that you are *currently* experiencing.

- Feeling Tired or Poorly
- Fever
- Chills
- Headache
- Sinus Pain
- Earache
- Nasal Symptoms
- Sore throat
- Chest pains or Discomfort
- Difficulty Breathing
- Cough
- Wheezing
- Nausea
- Vomiting
- Abdominal pain