

**WAIVER AND GENERAL RELEASE**

In consideration of the consent of David P. Lindsey and Jessica A. Lindsey and their respective trusts, heirs, employees, agents, representatives, trustees and assigns ("Releasees") to my use of the premises located at \_\_\_\_\_ and any equipment, furnishings, watercraft, or vehicles at or in such premises (collectively, the "Property") and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, intending to be legally bound, for myself, my heirs, assigns, executors, and administrators, hereby waives and releases, assumes all risks, and agrees to RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS Releasees, jointly and severally, from and against any and all claims, demands, liabilities and causes of action for death, personal injury, property damage, costs or loss of any kind, arising out directly or indirectly out of my use of the Property, including without limitation liability arising out of negligence or carelessness on the part of Releasees.

I understand that I am not obligated to use the Property and that my use of the Property is not part of my work-related duties. I understand that my use of the Property is entirely voluntary and done at my own risk. I further understand that Releasees may not be responsible for any injury that may occur due to my voluntary use of the Property. I am physically fit and can safely engage in strenuous physical activity. I have sufficient knowledge and experience with watercraft and other equipment in general and the Property in particular so that I am capable of using and enjoying the Property on an unsupervised basis. I acknowledge that I will use reasonable care on the Property and take all precautions to minimize injury to myself and others. I understand that it is my responsibility to immediately report to Ann Drey, at \_\_\_\_\_, any accident or injury occurring at the Property.

This agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Indiana. If any portion of this agreement is held invalid, the balance will continue in full legal force and effect. The enforceability of this agreement will be governed by the law of Indiana, without regard to its conflict of law rules.

I understand all of the risks associated with the Property. I acknowledge that I have read this agreement in its entirety; I have had the opportunity to consult with my attorney to the extent I wish to do so; and I sign this agreement willingly and with full knowledge and understanding of its legal effects.

Printed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_

**PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old)**

I consent to my child or ward use of the Property, and, accept the terms of this agreement for my child or ward. I agree to release, discharge, save and hold harmless and indemnify each and all of the Releasees from all costs, claims, demands, liabilities and causes of action that may be incurred by or asserted against the Releasees.

Print Name of Minor Participant: \_\_\_\_\_ Age: \_\_\_\_\_

Parent or Legal Guardian  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_