



Property Access Pass

Liability Release and Theft/Damage Waiver

IN CONSIDERATION of being given the opportunity to purchase a Property Access Pass to Chieftain Inn which includes swimming or use of water crafts, I, for myself, my personal representatives, assigns, heirs and next of kin: Acknowledge, agree and represent that I understand the nature of Rowing and/or Canoeing Activities on the water and that I can swim 100 feet unaided, and I can stay afloat (tread water) for no less than 10 minutes. Also, that I am qualified, in good health, and in proper physical condition to participate in such Activities. Fully understand that: (a.); WATER ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis and death ("Risks"); (b.) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others who have purchased and are utilizing their repeat guest room package to the Chieftain Inn, the circumstances in which the Water Activities take place, or the negligence of the Releasers named below; (c.); there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participating in water Activities or services purchased from the Chieftain Inn. Agree and warrant that I will examine and inspect each Water Activity in which I take part in and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Chieftain Inn and will refuse to take part in any Water Activities until the condition has been corrected to my satisfaction. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Chieftain Inn, their administrators, directors, agents, officers, volunteers and employees, the Town of Hanover, and any other owners and lessees in which Water Activities take place, ("Releases") from all liability, claims, demands, loses or damages on my account caused or alleged to be caused in whole or in part by the acts or omissions of the Releases, INCLUDING ACTS OR OMISSIONS INVOLVING THEIR NEGLIGENCE OR THE NEGLIGENCE OF PERSONS FROM WHOM THEY ARE RESPONSIBLE; and I further agree that if, despite this release agreement, I, or anyone on my behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARLESS each of the Releases from any litigation expenses, attorney fees, loss, liability, damage, or cost which any many incur as a result of such claim.

Each client is renting space on our outdoor boat racks and/or indoor boat storage and/or the right to launch from our property and in so doing is entitled to the limited protection of our existing fire extinguishing and security systems. These systems are designed to discourage theft and alert the appropriate fire and/or police departments when required. It's important that each client understand that it is their responsibility to also discourage theft by securing there property to the racks and/or not leaving necessary equipment i.e. oars that is needed to remove their boat via the river.

The undersigned acknowledges, that he/she understand that our storage facilities (indoor and outdoor) is occupied by many clients at any given time. For this reason, Chieftain Management strongly suggests that all valuables be locked up. Chieftain Management is not responsible for any losses due to an act of God or items stolen or damaged while on our property. Management strongly suggests that each client maintain and or increase their insurance coverage to protect their investment in the unlikely event of theft, property damage, fire damage or any other losses sustained while on our property.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Print Name

X _____

Signature

Date

PARENTAL CONSENT: AND I, the minor's parent and/or legal guardian, understand the nature of Water Activities and the minor's experience and capabilities and believe the minor to be qualified to participate in Water Activities available through the Chieftain Inn. I WILL INDEMNIFY, SAVE, AND HOLD HARMILESS each of the Releases from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of any such claim.

Minor's Name

Parent's Name

X _____

Parent's Signature

Date