

LAKEHOUSE INN MANAGEMENT, LLC

PARTICIPANT AGREEMENT, RELEASE OF ALL CLAIMS, AND ACKNOWLEDGMENT OF RISK

Please Read This Entire Document

In consideration of LAKEHOUSE INN MANAGEMENT, LLC., LAKEHOUSE INN HOLDINGS, LLC, and all of their subsidiaries and affiliates, and any and all of their officers, managers, agents, servants, successors, heirs, personal representatives, and all other persons, volunteers, employees, related corporations, companies, firms, and successors in interest (collectively referred to as the "LAKEHOUSE INN") providing me access to Laurel Lake, and/or providing services and/or equipment to enable me to participate in recreational activities, including without limitation, swimming, kayaking, paddle-boarding, fishing, ice skating, and ice fishing, I hereby release, waive, forever discharge, and hereby covenant not to sue the LAKEHOUSE INN on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, and estate and expressly releasing LAKEHOUSE INN of, from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs and expenses of any nature to the greatest extent possible which I may have or which may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering or severe injury or death, that may be sustained by me or my property, whether caused by the negligence or carelessness of the LAKEHOUSE INN or otherwise, while I am in transit to and from or on the water and while engaged in recreational activities or on property owned or controlled by the LAKEHOUSE INN or otherwise engaging in activities offered by the LAKEHOUSE INN. I also agree, that in the event that anyone makes any claims against the LAKEHOUSE INN, as a result of my actions or the use of their facilities, that I will indemnify and hold harmless the LAKEHOUSE INN from such claims and related attorney's fees.

I further agree as follows:

1. I acknowledge that I am responsible for my own safety.
2. I acknowledge that the LAKEHOUSE INN does not employ lifeguards and that swimming, kayaking, paddle-boarding, fishing, ice skating, ice fishing, and any and all other watersports/water activities impose inherent risks.
3. I understand and agree that LAKEHOUSE INN: (a) does not have medical personnel or treatment available; (b) is not responsible in the event that I contract any illness while participating in recreational activities, including COVID-19. Nevertheless, I hereby authorize and grant full permission to secure emergency medical treatment for me, if necessary, and further that such action shall be subject to the terms of this Agreement. I understand and agree that the LAKEHOUSE INN makes no warranty and assumes no responsibility for any injury or damage that might arise out of or in connection with such emergency medical treatment.
4. I acknowledge that there is a risk of contracting a pathogen from Laurel Lake when engaging in recreational activities on or in the lake; that the lake is tested by the Town of Lee, at the town's discretion, and that such tests are usually conducted only from July 1 to September 1 each year; that there is a risk of contracting a pathogen when engaging in recreational activities on or in the lake at all times, even when the lake is tested by the Town of Lee.
5. My participation in recreational activities in, on or near the lake is purely voluntary, and I elect to participate with full knowledge and understanding of the risks.
6. Should LAKEHOUSE INN or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.
7. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while engaging in activities in or on Laurel Lake, or I agree to bear the costs of such injury or damage to myself and others, if caused by my conduct.
8. I further certify that I have no medical or physical conditions which could interfere with my and others' safety in the recreational activities in, on or near the lake.
9. I agree that I cannot, and will not, invite any visitor or individual who is not checked-in as a guest of the LAKEHOUSE INN to participate in recreational activities in, on or near Laurel Lake via access from LAKEHOUSE INN property or use the complimentary kayaks and paddleboards provided by LAKEHOUSE INN.
10. I agree that that I will only access Laurel Lake from LAKEHOUSE INN property to swim, to use the complimentary kayaks and paddleboards provided by the LAKEHOUSE INN, to use my own kayak and/or paddleboard, to fish, or for any other reason, between the time I check-in (no earlier than 3 pm on my arrival date) and the time I check-out (no later than 11 am on my departure date) at the LAKEHOUSE INN; that I will not access Laurel Lake for any purpose from LAKEHOUSE INN property or use the Inn's complimentary kayaks and paddleboards other than when I

am a registered and checked-in guest at LAKEHOUSE INN; and that I am not permitted to check-in to the LAKEHOUSE INN until and unless this waiver is filled out below and properly executed by me.

11. If I am a visitor to LAKEHOUSE INN, but NOT a registered and checked-in guest of LAKEHOUSE INN, including but not limited to a visitor of a registered guest staying at the Inn, or a visitor of a staff member residing or working at the Inn, or a client of the Inn who is assessing their interest in booking rooms/events at the Inn in the future, or a vendor to the Inn, I agree that: a) I cannot access Laurel Lake from LAKEHOUSE INN property or use the complimentary kayaks and paddleboards provided by the Inn, and that b) the execution of this document does not in any way give me the right to access Laurel Lake from LAKEHOUSE INN property.
12. I understand and accept that the Inn reserves the right to close lake access at any time and for any reason.
13. I understand that if I access Laurel Lake from LAKEHOUSE INN property without the explicit right to do so per the clauses in this waiver, that I will be considered a trespasser; that the LAKEHOUSE INN reserves the right to prosecute me as a trespasser to the full extent of the law; and that the LAKEHOUSE INN has the right to tow my vehicle at my expense.
14. I agree that the Commonwealth of Massachusetts has exclusive jurisdiction over all claims I make or are made on my behalf against LAKEHOUSE INN, that every claim/suit against LAKEHOUSE INN shall be commenced in Massachusetts, and Massachusetts law shall apply in any claim/suit brought against LAKEHOUSE INN regardless of any conflict of laws rules of any other jurisdiction.
15. Should any term, part, or provision of this document be determined to be unenforceable, I acknowledge and agree that the remainder of the document shall remain in full force and effect.

THIS IS A RELEASE OF LEGAL RIGHTS. READ ENTIRE DOCUMENT BEFORE SIGNING.

By signing this Release, I acknowledge that if I or anyone else is hurt or made ill or my personal property is damaged during or from my participation in recreational activities, I have waived my right to maintain a lawsuit against LAKEHOUSE INN.

I have had sufficient opportunity to read this entire document.

I have read this document in full and understood it, and I agree to be bound by its terms.

This agreement will apply to me, in regards to access to Laurel Lake via LAKEHOUSE INN property and participation in recreational activities in, on or near the lake, until replaced or cancelled in writing.

I certify that the information and signature provided by me below is true and accurate. I understand that my information below and my signature must be legible, or I will not be permitted to check-in to the LAKEHOUSE INN.

DO NOT SIGN FOR ANOTHER PERSON UNLESS YOU ARE THE LEGAL GUARDIAN OF THAT PERSON

If I have executed this Release for another person, I represent that I have complete authority and will indemnify and hold LAKEHOUSE INN harmless from any claims (including attorney's fees incurred) made by or on behalf of the person for whom I have executed this Release.

Full Name: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Email Address: _____ Phone Number: _____

Signature of Participant: _____ Date: _____