



**NON-DIVER
ASSUMPTION OF RISK AGREEMENT
& LIABILITY RELEASE**

I, _____, agree that as a general paid patron of Pearl Lake Beach, LLC ("facility"), that I hereby personally assume all risks and hazards associated with and in connection with my use of this facility. I will hold that facility, their ownership, employees and associated staff ("Released Parties") harmless for any injury, damages or death that may befall me while engaged in activities on the facility grounds. I assume all afore-mentioned risks, whether these risks are foreseen or unforeseen and even those caused by or created by the negligence of the aforementioned Released Parties.

I further, discharge and hold harmless the Released Parties mentioned above, from any claim or lawsuit by me, my family, estate, heirs or assignees arising out of my participation in any and all activities at Pearl Lake Beach, LLC, including all claims arising before, during or after my activities at the facility, even for claims/lawsuits that may arise out of the actions, inactions or negligence of the Released Parties.

I further agree that I understand that the Released Parties in no way represent themselves as "life-saving" personnel and that I will not hold the released parties responsible for any attempted rescue, life-saving or first aid assistance rendered by the Released Parties that may result in any additional injury or death as a result of that attempt.

I am signing this Agreement of my own free will and with the knowledge and understanding that I hereby agree to waive all my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein. I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death or injury.

I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

I, _____, **BY THIS INSTRUMENT I DO HEREBY EXEMPT AND RELEASE PEARL LAKE BEACH, LLC AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.**

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS. I UNDERSTAND THAT BY ENTERING MY NAME ON THE ELECTRONIC SIGNATURE LINE, I AM GIVING UP LEGAL RIGHTS FOR MYSELF AND ALL OTHERS WHO MAY HAVE A CLAIM ON MY OR THEIR BEHALF AGAINST THE RELEASED PARTIES AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES.

X _____

Signature

Date

IF THE NON-DIVER IS A MINOR ... THE SIGNATURE OF A PARENT/GUARDIAN IS REQUIRED

X _____

Signature of Parent/Guardian

Date