

22650 Vess LLC dba The Mohicans
Waiver, Release of Liability, Assumption of Risk and Indemnity Agreement

IN CONSIDERATION of 22650 LLC dba The Mohicans, its officers, members, owner(s), partners, employees, affiliates, subsidiaries, agents, related companies, leases or assigns (herein “the Mohicans”) allowing the undersigned Guests, their agents, minor children (or children on whose behalf the undersigned is executing this Release as a Parent or legal guardian), friends, wards, guests, associates, personal representatives, heirs, next of kin or assigns (herein “related Guests”) to enter upon, rent, occupy, visit, lease, reside, dwell, hunt, fish, bike, trap, swim, hike, engage in any recreational pursuit or otherwise use the lands, cottages, trails, halls, improvements, structures, amenities, facilities, roads or natural resources associated with, ancillary to and/or located within or upon the lands and/or property owned, leased or associated with the Mohicans (herein “the Property”), am knowingly and voluntarily agreeing to the terms of this Agreement including the general waiver, indemnification and release of liability described below.

I, on behalf of myself and/or any related Guests, fully understand that there are risks and dangers associated with occupying, leasing, using and/or entering upon the Property including the risk of serious bodily injury, permanent disability, paralysis or death and property damage, which injury and damage could arise out of my and/or my related Guest(s) presence, actions or in-actions on the Property, including but not limited to the weather or other conditions (natural or unnatural), the construction or maintenance of any improvement or equipment on the Property and including, but not limited to the negligence of the Mohicans.

I, on behalf of myself and any related Guests, also fully understand and acknowledge that all risks are not apparent, knowable or foreseeable. I, on behalf of myself and/or any related Guest(s), hereby knowingly and voluntarily assume all risks relating to or arising out of my (our) presence on the Property, including the risk of serious bodily injury, permanent disability, paralysis or death, and agree to assume and be responsible for any and all injuries, damages, costs, expenses and other losses that could arise at any time as a direct or indirect result of my and/or my related Guest(s) presence, behavior, conduct or activity on the Property.

I, on behalf of myself and my related Guests, acknowledge that the Mohicans will not be responsible, in any way, for supervising me, my related Guests or any other Guests participating in any activity or occupying the Property. I acknowledge that it is my responsibility to obey all rules and/or regulations related to the Property and acknowledge that it is my responsibility to behave sensibly and safely and to

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discontinue participation in any behavior, activity or circumstance that is unsafe or is likely to result in harm or injury to any person present on the Property.

I, on behalf of myself and/or any related Guest(s), certify that we are entering the Property for our own pleasure or benefit, and not by invitation of the Mohicans and that we agree to enter upon the Property subject to any and all attendant perils and/or risks that may exist upon the Property.

I, on behalf of myself and/or my related Guest(s), voluntarily agree to comply with any stated and customary terms and conditions related to my or my related Guest(s) use of the Property. If I observe any unusual and/or significant hazard during my presence upon the Property, I agree to remove myself or my related Guest(s) from such hazard and to bring such hazard to the immediate attention of the Mohicans.

I, on behalf of myself and any related Guest(s), knowing and freely assume full responsibility for all such risks, known and unknown, associated with, occurring or arising while present upon or occupying the Property, including those risks arising from the negligence of the Mohicans, and hereby agree to release, defend, indemnify, and hold harmless the Mohicans, its advertisers, and if applicable, any lessors of the Property with respect to any and all injury, disability, death, or loss or damage to persons or property arising from my presence or the presence of my related Guest(s) on the Property, whether arising from the negligence of the Mohicans or otherwise, to the fullest extent permitted by law.

I certify that I and my related Guest(s) are free from any or all illnesses, injuries and/or defect that could interfere with the safe use of the Property or our safe presence on the Property, that I and my related Guest(s) are physically fit and sufficiently healthy to engage in activity on the Property. I acknowledge for myself and my related Guest(s) that I am aware and informed of the inherent risks, (natural, un-natural or man-made) associated with the Property and that my and my related Guest(s) presence on the Property is voluntary.

I, for myself and my related Guest(s), consent to the administration of first aid and other medical treatment and related services, including evacuation/ transport, in the event of injury or illness while present upon the Property and hereby release and indemnify the Mohicans from any and all liability or claims arising out of such treatment and/or services.

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I certify and attest that, in the event I am signing this Agreement as a parent or guardian of a related Guest(s) under the age of eighteen (18), that I am in fact the true lawful parent or legal guardian for each minor related Guest listed below, and I, for myself and on behalf of each related Guest(s), acknowledge, consent and agree to the terms and conditions of this Agreement, including, but not limited to the releases of the related Guests, as set forth above, and further agree to defend and indemnify the Mohicans and the related Guests in the event any information contained herein is incorrect or untruthful.

This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Ohio. Any dispute, claim or cause of action arising out of this Agreement or related in any way to my or my related Guest(s) presence on the Property, shall be settled by mandatory, confidential, final and binding arbitration held in Cleveland, Ohio and administered by the American Arbitration Association in accordance with its commercial arbitration rules. Except as may be required by law, neither party nor the arbitrator may disclose any portion of the arbitration without the prior written consent of the Mohicans. Neither party shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate as a representative or member of a putative class. The arbitrator shall have the power to award any remedies available under applicable law. Any award and any judgment confirming any award shall apply only to the arbitration in which it was awarded and cannot be used in any other case except to enforce the award itself.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO DEMAND ANY COMPENSATION FOR ANY INJURY OR DAMAGE THAT MAY ARISE OUT OF MY USE OF OR PRESENCE ON THE PROPERTY. I HEREBY SIGN THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, ALL OTHER TERMS SHALL CONTINUE IN FORCE AND EFFECT.

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1. Guest Name (print): _____

Address: _____

Email: _____ **Emergency phone #** _____

Age: _____ **Date of birth:** _____

Signature: _____

Parent Signature if Guest is Under 18 Years of Age: _____

Date: _____

List Minor(s) Guest above is responsible for:

Name _____ **DOB** _____

Name _____ **DOB** _____

Name _____ **DOB** _____

Name _____ **DOB** _____

2. Guest Name (print): _____

Address: _____

Email: _____ **Emergency phone #** _____

Age: _____ **Date of birth:** _____

Signature/: _____

Signature/Parent Signature if Guest is Under 18 Years of Age: _____

Date: _____

List Minor(s) Guest above is responsible for:

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

3. Guest Name (print): _____

Address: _____

Email: _____ Emergency phone # _____

Age: _____ Date of birth: _____

Signature: _____

Signature/Parent Signature if Guest is Under 18 Years of Age: _____

Date: _____

List Minor(s) Guest above is responsible for:

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

4. Guest Name (print): _____

Address: _____

Email: _____ Emergency phone # _____

Age: _____ Date of birth: _____

Signature: _____

Signature/Parent Signature if Guest is Under 18 Years of Age: _____

Date: _____

List Minor(s) Guest above is responsible for:

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

5. Guest Name (print): _____

Address: _____

Email: _____ Emergency phone # _____

Age: _____ Date of birth: _____

Signature: _____

Signature/Parent Signature if Guest is Under 18 Years of Age: _____

Date: _____

List Minor(s) Guest above is responsible for:

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

6. Guest Name (print): _____

Address: _____

Email: _____ Emergency phone # _____

Age: _____ Date of birth: _____

Signature: _____

Signature/Parent Signature if Guest is Under 18 Years of Age: _____

Date: _____

List Minor(s) Guest above is responsible for:

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

7. Guest Name (print): _____

Address: _____

Email: _____ Emergency phone # _____

Age: _____ Date of birth: _____

Signature: _____

Signature/Parent Signature if Guest is Under 18 Years of Age: _____

Date: _____

List Minor(s) Guest above is responsible for:

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

8. Guest Name (print): _____

Address: _____

Email: _____ Emergency phone # _____

Age: _____ Date of birth: _____

Signature: _____

Signature/Parent Signature if Guest is Under 18 Years of Age: _____

Date: _____

List Minor(s) Guest above is responsible for:

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

9. Guest Name (print): _____

Address: _____

Email: _____ Emergency phone # _____

Age: _____ Date of birth: _____

Signature: _____

Signature/Parent Signature if Guest is Under 18 Years of Age: _____

Date: _____

List Minor(s) Guest above is responsible for:

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

10. Guest Name (print): _____

Address: _____

Email: _____ Emergency phone # _____

Age: _____ Date of birth: _____

Signature: _____

Signature/Parent Signature if Guest is Under 18 Years of Age: _____

Date: _____

List Minor(s) Guest above is responsible for:

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

11. Guest Name (print): _____

Address: _____

Email: _____ Emergency phone # _____

Age: _____ Date of birth: _____

Signature: _____

Signature/Parent Signature if Guest is Under 18 Years of Age: _____

Date: _____

List Minor(s) Guest above is responsible for:

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

12. Guest Name (print): _____

Address: _____

Email: _____ Emergency phone # _____

Age: _____ Date of birth: _____

Signature: _____

Signature/Parent Signature if Guest is Under 18 Years of Age: _____

Date: _____

List Minor(s) Guest above is responsible for:

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

13. Guest Name (print): _____

Address: _____

Email: _____ Emergency phone # _____

Age: _____ Date of birth: _____

Signature: _____

Signature/Parent Signature if Guest is Under 18 Years of Age: _____

Date: _____

List Minor(s) Guest above is responsible for:

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

14. Guest Name (print): _____

Address: _____

Email: _____ Emergency phone # _____

Age: _____ Date of birth: _____

Signature: _____

Signature/Parent Signature if Guest is Under 18 Years of Age: _____

Date: _____

List Minor(s) Guest above is responsible for:

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

15. Guest Name (print): _____

Address: _____

Email: _____ **Emergency phone #** _____

Age: _____ **Date of birth:** _____

Signature: _____

Signature/Parent Signature if Guest is Under 18 Years of Age: _____

Date: _____

List Minor(s) Guest above is responsible for:

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____