

Appendix A**GENERAL RELEASE – ADULT****GENERAL RELEASE BY ADULT OF LIABILITY, WAIVER OF CLAIMS,
EXPRESS ASSUMPTIONS OF RISK
AGREEMENT REGARDING THE USE OF FOREST LAKE PROPERTY OR
AMENITIES AND ENGAGEMENT IN ACTIVITIES WHILE AT THE FOREST
LAKE CLUB**

For and in consideration of participation in the activities (as defined hereafter) of Forest Lake Properties, Inc., d.b.a. the Forest Lake Club (“Forest Lake” or the “Club” or “FLC”), I, the undersigned participant, hereby attests that I am releasing the Club and its members, officers, directors, employees, agents, successors or assigns, from all liability from my participation in Activities or from causes or actions relating to my presence on the Club property, its equipment or its facilities. I further understand the term “Activities” herein is intended to include use of the Forest Lake Club property, equipment and facilities and includes common pursuits that can be enjoyed at Forest Lake including but not limited to group and individual participants in swimming, scuba diving, canoeing, kayaking, sailing, fishing, hunting, skeet, trap, five stand, summer biathlon, rifle range, archery, hiking, tennis, bicycling, distance running, snowshoeing, and cross country skiing (collectively “Activities”).

I, as the undersigned participant, represent that I understand the nature of the Activities and that I am qualified, in good health, and in proper physical condition to participate in the Activities.

I fully understand and acknowledge that:

- (a) Risks and dangers exist in my participation in all of the Activities as well as acknowledge risks and dangers presented by the Forest Lake Club property, equipment and facilities. The Club is home to wild animals and hazards that are not able to be identified, restricted or otherwise mitigated.
- (b) Other individuals present on the Forest Lake Club property are also engaged in participation in the Activities and their actions or participation may raise additional risks to my participation.
- (c) My participation in the Activities may result in my injury or illness, including but not limited to bodily injury, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death or other ailments that could cause serious disability.
- (d) Together, these risks and dangers may be caused by my own actions, or inactions, the actions, or inactions, including negligence, of the Forest Lake Club, its members, officers, directors, employees, agents, other guests or visitors to the Club property, the conditions in which the Activities take place, forces of nature or other causes. These risks and dangers may arise from both foreseeable and unforeseeable causes.
- (e) By my participation in the Activities and/or the use of any equipment, I hereby assume all risks and dangers, both known and unknown, and all responsibility for any losses, costs and/or damages I incur as a result of participation in the Activities, whether caused in whole or in part by the negligence or other conduct of the Forest Lake Club, its members, officers, directors, employees, agents, their successors or assigns, or by any other person.

I, on behalf of myself, my heirs, my executors, my administrator, and my personal representatives, and intending to be legally bound, do hereby voluntarily release, waive, discharge, covenant not to sue, hold harmless, defend and indemnify the members, officers, directors, employees, agents, successors or assigns, from any and all claims actions, or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may rise out of my use of the Club property, equipment or facilities thereon or participation in the Activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have in the present or in the future for the negligent acts or other conduct by the Forest Lake Club, its members, employees, agents, officers, directors, successors and assigns from and against and all present or future claims, actions, liability, injuries, or damages, which may arise out of my participation in the Activities.

I agree that, should any claim or action arise from my participation as described herein, including any issues as to the applicability and enforceability of this Release or any provision contained within it, proper Jurisdiction and Venue will lie only in Pike County, Pennsylvania and I waive Jurisdiction and Venue anywhere else.

This agreement constitutes the entire agreement and understanding between the parties and shall be governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania.

I agree that, should any aspect of this Release be held invalid in a court of competent jurisdiction, all other aspects of the Release shall remain valid.

I have read this RELEASE OF LIABILITY, WAIVER OF CLAIMS AND EXPRESS ASSUMPTION OF RISK AGREEMENT and understand that this agreement includes a waiver of liability and release of risk and I sign it of my own free will.

Participant Signature: _____

Name (print): _____ Date: _____

GENERAL RELEASE – MINOR

GENERAL RELEASE BY MINOR OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK

AGREEMENT REGARDING THE USE OF FOREST LAKE PROPERTY OR AMENITIES AND ENGAGEMENT IN ACTIVITIES WHILE AT THE FOREST LAKE CLUB

The undersigned, being a minor, has received this release and is executing it in conjunction with an adult authorized to effect the full scope of this release.

For and in consideration of participation in the activities (as defined hereafter) of Forest Lake Properties, Inc., d.b.a. the Forest Lake Club (“Forest Lake” or the “Club” or “FLC”), I, the undersigned participant, hereby attests that I am releasing the Club and its members, officers, directors, employees, agents, successors or assigns, from all liability from my participation in Activities or from causes or actions relating to my presence on the Club property, its equipment or its facilities. I further understand the term “Activities” herein is intended to include use of the Forest Lake Club property, equipment and facilities and includes common pursuits that can be enjoyed at Forest Lake including but not limited to group and individual participants in swimming, scuba diving, canoeing, kayaking, sailing, fishing, hunting, skeet, trap, five stand, summer biathlon, rifle range, archery, hiking, tennis, bicycling, distance running, snowshoeing, and cross country skiing (collectively “Activities”).

I, as the undersigned participant, represent that I understand the nature of the Activities and that I am qualified, in good health, and in proper physical condition to participate in the Activities.

I fully understand and acknowledge that:

- (a) Risks and dangers exist in my participation in all of the Activities as well as acknowledge risks and dangers presented by the Forest Lake Club property, equipment and facilities. The Club is home to wild animals and hazards that are not able to be identified, restricted or otherwise mitigated.
- (b) Other individuals present on the Forest Lake Club property are also engaged in participation in the Activities and their actions or participation may raise additional risks to my participation.
- (c) My participation in the Activities may result in my injury or illness, including but not limited to bodily injury, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death or other ailments that could cause serious disability.
- (d) Together, these risks and dangers may be caused by my own actions, or inactions, the actions, or inactions, including negligence, of the Forest Lake Club, its members, officers, directors, employees, agents, other guests or visitors to the Club property, the conditions in which the Activities take place, forces of nature or other causes. These risks and dangers may arise from both foreseeable and unforeseeable causes.
- (e) By my participation in the Activities and/or the use of any equipment, I hereby assume all risks and dangers, both known and unknown, and all responsibility for any losses, costs and/or damages I incur as a result of participation in the Activities, whether caused in whole or in part by the negligence or other conduct of the Forest Lake Club, its members, officers, directors, employees, agents, their successors or assigns, or by any other person.

I, on behalf of myself, my heirs, my executors, my administrator, and my personal representatives, and intending to be legally bound, do hereby voluntarily release, waive, discharge, covenant not to sue, hold harmless, defend and indemnify the members, officers, directors, employees, agents, successors or assigns,

from any and all claims actions, or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may rise out of my use of the Club property, equipment or facilities thereon or participation in the Activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have in the present or in the future for the negligent acts or other conduct by the Forest Lake Club, its members, employees, agents, officers, directors, successors and assigns from and against and all present or future claims, actions, liability, injuries, or damages, which may arise out of my participation in the Activities.

I agree that, should any claim or action arise from my participation as described herein, including any issues as to the applicability and enforceability of this Release or any provision contained within it, proper Jurisdiction and Venue will lie only in Pike County, Pennsylvania and I waive Jurisdiction and Venue anywhere else.

This agreement constitutes the entire agreement and understanding between the parties and shall be governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania.

I agree that, should any aspect of this Release be held invalid in a court of competent jurisdiction, all other aspects of the Release shall remain valid.

I have read this RELEASE OF LIABILITY, WAIVER OF CLAIMS AND EXPRESS ASSUMPTION OF RISK AGREEMENT and understand that this agreement includes a waiver of liability and release of risk and I sign it of my own free will.

Minor Participant Signature: _____

Name (Print): _____ Date: _____

Parent/Guardian Consent:

I, as parent or guardian of the above minor under 18 years of age, hereby consent, and agree, on behalf of said minor, to the terms and conditions set forth in this Release of Liability, Waiver of Claims, Express Assumption of Risk Agreement.

Parent/Guardian Signature: _____ Date: _____

Name (Print): _____