



DRUMMOND ISLAND RESORT AND CONFERENCE CENTER GUEST WAIVER AND RELEASE

The undersigned guest on behalf of himself/herself, his/her minor child(ren), dependents(s), heirs and/or assigns (collectively the "Undersigned") hereby voluntarily releases, waives, discharges, defends and holds DIR Bayside LLC, DIR Owner LLC and Princeton Enterprises LLC, dba the DRUMMOND ISLAND RESORT and CONFERENCE CENTER, its principals, agents, successors, employees, parent companies, and assigns (collectively the "Resort") harmless for any claim, loss, damage, or injury to person or property (including death) that may arise out of the Undersigned's use of equipment or participation in any of the physical or recreational activities offered at the Resort.

The Undersigned agrees and understands that participation and use of equipment in a recreational or physical activity can be hazardous and may involve risk, including but not limited to physical injury or death. The Undersigned agrees that he/she is voluntarily participating in these activities and hereby assumes all risks of injury that may result from such participation. Such participation is inclusive of all activities offered by or at the Resort, including, but not limited to the use of the following equipment, facilities and activities:

- The use of any Resort fitness room, tennis courts, volleyball courts, golf course, golf cart(s), and any related equipment
- The use of any Resort bicycle, kayak or canoe
- The use of Resort pool, pool deck, sauna and pool/sauna facilities
- The use of Resort beach, lake access areas or designated swimming areas
- The use of Resort fire pit and related camping areas
- The use of any product or equipment sold by, owned, or in the control of the Resort
- The use of Resort snowshoeing equipment and trails marked or unmarked
- The use of Resort cross country skiing equipment and trails marked or unmarked
- The use Resort shooting or gun range (The Cedars)
- The use of Resort ice skating rinks, equipment or locations marked or unmarked
- The use Resort snowmobile trails marked or unmarked
- The use of Resort horseshoe pits or equipment
- The use of any toddler playground marked or unmarked
- The use of any ORV, ATV, or other off-road vehicle or all-terrain vehicle trail (Turtle Ridge) marked or unmarked

The Undersigned voluntarily signs this Resort Waiver and Release in sole consideration of being permitted to use the Resort's facilities, property or equipment. The Undersigned agrees to abide by all rules, instructions, policies and procedures imposed by the Resort relating to the use of the Resort's facilities or equipment. The Undersigned hereby agrees to indemnify, release, and hold the Resort harmless, from and against any and all liability, claims, demands, actions, causes of action or losses whatsoever arising from or in any way related to the Undersigned's participation or engagement in any physical or recreational activity at the Resort, use of the Resort's facilities, property or equipment, including any claim for loss, damage or injury, including death, that may be sustained by the Undersigned or cause to others or their property by the Undersigned.

The Undersigned gives the Resort permission to take and use photographs or video recording taken of the Undersigned participating in any Resort activity in any print, brochure, advertisement or video.

The Undersigned represents that he/she is at least eighteen years of age, has carefully read this Release and fully understand that it is a release of liability and agrees to be bound by its terms on his/her own behalf and, if applicable, as the parent or legal guardian of any participating Minor(s).

Executed this _____ day of _____, 20_____

Print Name of Guest

Signature of Guest if 18 or older

Print Name of Parent or Legal Guardian (If Applicable)

Signature of Parent or Legal Guardian