

## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT NORTHWIND RESORT

In consideration for receiving permission to BE ON PREMISES at NORTHWIND RESORT, I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

- 1) I understand the hazards of the coronavirus (COVID-19) and am familiar with the Centers for Disease Control (CDC) guidelines and Michigan Executive Orders regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day-to-day and that, accordingly, the CDC guidelines and Michigan Executive Orders are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates. I and my minor child/children will comply with all applicable CDC guidelines and Michigan Executive Orders.
- 2) Notwithstanding the risks associated with COVID-19, which I readily acknowledge; I hereby willingly choose to enter Northwind Resort property, become guests, and/or occupy a room at the Resort during the COVID-19 pandemic. I further agree to comply with all Resort policies and rules, including but not limited to its policies, guidelines, signage, and instructions, whether written or verbal.
- 3) I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in activities, and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity to contract) AdventureUs, Inc., dba Northwind Resort, their owners, officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result of my being on the premises and/or participating in activities.
- 4) I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
- 5) It is my express intent that this Waiver and Hold Harmless Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Michigan. I hereby knowingly and voluntarily waive any right to a jury trial of any dispute arising in connection with this Agreement. I acknowledge that this Waiver is a material inducement granting permission by RELEASEES to be on the Northwind premises and participate in activities.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

**PLEASE READ CAREFULLY - THIS IS AN IMPORTANT LEGAL DOCUMENT**

IN WITNESS WHEREOF, I have signed this Waiver and Agreement on this

\_\_\_\_\_ day of \_\_\_\_\_, 2020.

PRINT NAME OF RESORT GUEST: \_\_\_\_\_ ROOM: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESSED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**NAMES OF MINOR CHILDREN** *(If Guest is under 18 years of age or subject to guardianship):*

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