

**TIMBERLEE MANAGEMENT LLC  
10484 S. TIMBERLEE DRIVE  
TRAVERSE CITY, MI 49684**

**Acknowledgement of Risk, Acceptance of Responsibility, Release of Liability**

This document affects your legal rights. You must read and understand it before initializing or signing.

**DUTY OF PARTICIPANTS:** It is recognized that some recreational activities conducted by Timberlee Management LLC are hazardous to participants regardless of all feasible safety measures which we can take. All participants shall have a duty to act as a reasonably prudent person when engaging in the recreational activities which are offered by Timberlee Management LLC referred to hereafter as Timberlee. I hereby covenant and agree not to:

- a) On any act which shall interfere with the running or operation of Timberlee when such activities conform to the rules and regulations of the State of Michigan;
- b) Use any of Timberlee's equipment or facilities or services if I do not have the ability to use such facilities, equipment, or services safely without instructions until I have requested and received sufficient instructions to permit safe usage;
- c) Engage in any harmful conduct or willfully, or negligently engage in any type of conduct which contributes to causing injury to any person;
- d) To embark in any self-initiated activity without first informing Timberlee of my intentions and receiving permission from Timberlee to engage in such self initiated activity.

**ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK:** I understand and acknowledge that the activity which I am account to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property, or to spectators or other third-parties. I, being aware that this activity entails risks or injury to spectators or third parties as a result of my actions, expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, or disease, or damage to myself or to my property arising from participation in this activity. I also agree to pay for any damages caused to others (including attorney's fees and costs) if they are injured or otherwise damaged due to any negligent actions. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite if the known and unknown risks.

**RELEASE:** In consideration of the services and/or property provided, I, for myself and any minor children for which I am the parent, legal guardian, or otherwise responsible, any heirs, personal representatives, or assigns, do hereby release Timberee, it's principals, directors, officers, agents, employees, and volunteers from any liability and waive any claim for damages arising from any cause whatsoever. I further agree to reimburse you for all attorney's fees and costs should I bring a legal action against you and lose.

**ENTIRE AGREEMENT:** I understand that this is the entire agreement between myself and Timberlee, it's agents, or employees, and that it cannot be modified or changed in any way by the representations or statements of any employee of Timberlee or by me.

My signature below indicates that I have read this entire document, understand it completely and agree to be bound by its terms.

**DATE:** \_\_\_\_\_

**Print Your Name Here**

**Sign Your Name Here**  
**(18 years and under requires adult signature)**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
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\_\_\_\_\_  
ADDRESS

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\_\_\_\_\_  
CITY, STATE, ZIP CODE

EMAIL: \_\_\_\_\_