



A Chautauqua on Lake Michigan

National Historic Landmark est. 1875

BAY VIEW RECREATIONAL RELEASE

INFORMATION FOR RECREATIONAL ACTIVITIES AND WAIVER OF LIABILITY, RELEASE, AND INDEMNITY CONTRACT

Participant's Name [print]: _____

Address: _____

Contact Number: _____

Bay View Activity (list all activities that apply):

I understand that these recreational activities are physically demanding, require exposure to changing weather conditions, and the use of a variety of equipment. These activities include inherent risks which I agree to accept. I acknowledge that Bay View Association, its employees, agents, volunteers, and/or other representatives including its Trustees (jointly and severally "Bay View Association"), are not responsible for the participant's safety. I represent that the participant is capable of participating in the activity.

Being fully aware of the risk, conditions, and hazards the participant may experience, I agree that Bay View Association will not be liable for any loss, injury or death related to my participation in these activities. I hereby release all of them from any and all liabilities and agree not to bring any suit for injuries or damages relating to these activities. I will defend and indemnify Bay View Association for any loss or damage, including any that results from claims or lawsuits for personal injury, death and property loss and damage relating in any way to these activities.

Also, as a participant my image and/or voice while engaged in Bay View activities may be copyrighted, used and/or published individually or in conjunction with other photography, video works, and recordings, for any lawful purpose including without limitation, trade exhibition, illustration, promotion, publicity, advertising and electronic publication. The undersigned also releases the Bay View Association from all claims for libel, slander, invasion of privacy, infringement of copyright or right of publicity, or any other claim related to the participant's image and/or voice.

PARTICIPANT HOLD HARMLESS AND INDEMNITY CONTRACT

I, as a participant, agree to indemnify and hold harmless Bay View Association (as defined above) from any and all claims of any nature. I specifically agree to indemnify and hold harmless the parties herein identified from any liability whether known or unknown even if that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above.

I have carefully read this agreement, release and indemnity agreement and understand it is a contract which applies to all of participant's activities at Bay View Association and acknowledge all its implications as a result of these activities to the participant identified above and the contractual responsibility I accept by signing below.

Date: _____

Participant signature: _____