

DAY USE AGREEMENT AND WAIVER



This Day Use Agreement between ROYAL COVE, LLC DBA THE LODGE AT BLUE LAKES
and the Guest was executed on _____.

GUEST INFORMATION

Name: _____ Email: _____

Home Address: _____

Phone Number: _____

WAIVER CONSENT

NOTICE TO USERS OF THESE FACILITIES — PLEASE READ CAREFULLY

As a condition of use of the resort and other facilities, the Registered Guest(s) and his family and other members of his party herein collectively referred to as "Registered Guest", assume all risk of personal injury, death, or property loss resulting from any cause whatsoever including but not limited to: the risks, damages and hazards of sunbathing, fishing, cycling, boating, (using a kayak, paddle boat, pontoon boat, canoe, fishing boat, inflatable sports tubes, or any other personal watercraft) and other recreational activities; collision or impact with natural or manmade objects or with other persons; travel within or beyond the area boundaries; or negligence, breach of contract, or breach of statutory duty of care on part of The Lodge At Blue Lakes, Royal Cove, LLC, Living Water Spring, LLC, and their employees, agents, independent contractors, subcontractors, representatives, sponsors, successors, and assigns: (hereafter collectively referred to as "The Lodge At Blue Lakes"). the Registered Guest agrees that The Lodge At Blue Lakes shall not be liable for any such personal injury, death or property loss and releases The Lodge At Blue Lakes and waives all claims with respect therein. the Registered Guest agrees that any litigation, arbitration, or mediation involving The Lodge At Blue Lakes shall be brought solely within the County of Lake, State of California, and shall be within the exclusive jurisdiction of the Courts of the County of Lake. the Registered Guest further agrees that these conditions and any rights, duties, and obligations as between The Lodge At Blue Lakes and the Registered Guest shall be governed by and interpreted solely in accordance with the laws of the County of Lake, State of California, and not other jurisdiction.

THE LODGE AT BLUE LAKES LIABILITY IS EXCLUDED BY THESE CONDITIONS

PRINTED NAME: _____ SIGNATURE: _____
DATE SIGNED: _____

PHOTO CONSENT AND RELEASE

INITIAL
HERE:

This provides agreement that all photos taken by ROYAL COVE, LLC DBA THE LODGE AT BLUE LAKES'S photographer in a public setting — the deck, the patio, the gazebo, the bbq area, the dock, the lake, the grounds leading to the dock, are owned by ROYAL COVE, LLC DBA THE LODGE AT BLUE LAKES. Guests hereby authorize ROYAL COVE, LLC DBA THE LODGE AT BLUE LAKES and those acting in pursuant to its authority to record my likeness and voice on a video, audio, photographic, digital, electronic or any other medium; use, reproduce, exhibit or distribute in any medium these recordings for any purpose that THE LODGE AT BLUE LAKES and those acting pursuant to its authority, deem appropriate, including promotional or advertising efforts. Guests release ROYAL COVE, LLC DBA THE LODGE AT BLUE LAKES from liability for any violation of any personal or proprietary right I may have in connection with such use. We understand that al such recordings in whatever medium, shall remain the property of THE LODGE AT BLUE LAKES. I have read and fully understand the terms of this release.

SIGNATURES

A signature is required from **each** member of the party.

Name (please print)

Signature

Name (please print)

Signature

Name (please print)

Signature

