

**The Rushes  
Summer Waiver and Release of Liability Form**

**Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement**

**PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

**To: Users of The Rushes Welcome Center Facilities; Welcome Center Equipment, Beach, and/or Bike Equipment.**

I wish to utilize The Rushes Welcome Center facilities: beach and bike equipment during the times that The Rushes Welcome Center is open and the beach and bike items are available. By utilizing The Rushes Welcome Center and summer equipment, I recognize and fully understand certain things, including:

- I (the user) am responsible for the safe operation of the equipment that I use and am responsible for all persons in my party using the equipment.
- My use of the summer equipment during my stay involves certain risks, including but not limited to:
  1. The risk of injury resulting from possible malfunction equipment.
  2. The risk of injuries resulting from tripping or falling over obstacles.
  3. The risk of contracting COVID-19 and any other infectious diseases. I further agree not to use any equipment if I or a member of my party displays any symptoms of Covid-19 such as a fever or cough.
- I recognize and fully understand that the above list is not a complete or exhaustive list of all possible risks; the list only provides examples of types of risks that I am assuming.

In exchange for usage of the pool, beach, beach equipment, bikes, and bike helmets I hereby agree to the conditions below. I fully intend and choose to give up the legal rights, as stated below:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against The Rushes, its directors, agents, or representatives (hereinafter referred to as the "Releasees") relating to my use of any and all equipment.
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, expense, or other cost that I may suffer or that my next of kin may suffer in connection with my use of the equipment, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES.
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability to property, or personal injury to, any third party, resulting from the use of the pool, beach, and bike equipment.
4. That I am responsible and will adhere to all the rules of the property as posted.
5. That this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate.
6. That this Waiver applies to all individuals in my party.
7. A security deposit of \$250.00 is required upon check in for all reservations. Use of a bike for the first 24 hours is free, then a \$20.00 convenience fee can be paid to keep the equipment for the week. If I do not return the equipment when due, I will be charged \$250.00 per bike that I fail to return and \$45.00 per lock that is not returned.
8. Besides myself the following people in my party may use the facilities at the Welcome Center, the beach, and the bike equipment:

\_\_\_\_\_ may continue on the back side

I have read and understood this document. I am aware that by signing this document, I am waiving certain legal rights that I may have against the Releasees, and I fully agree to do so.

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Date of Birth: \_\_\_\_\_