



**WAIVER AND RELEASE OF LIABILITY – LL DCL LLC
(MINOR CHILD)**

I hereby grant permission for my child, _____, to participate in kayaking, paddle board, other personal watercraft activities (all together and separately Watercraft Activities) at LAKEFRONT LODGE and Deep Creek Lake and I hereby agree as follows:

■ I fully understand and acknowledge that: (a) risks and dangers exist in kayaking, my child’s use of kayaking, paddle board, other personal watercraft equipment(all together and separately Personal Watercraft), and my child’s participation in Watercraft Activities; (b) my child’s participation in such Watercraft Activities and/or use of such Personal Watercraft equipment may result in injury or illness or death or damage to personal property; (c) these risks and dangers may be caused by other participants, or by accidents, or by the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, changing weather conditions, hidden and underwater obstacles, muscle or ligament damage, being hit by another user’s paddle, drowning, exposure, overturning, being hit by a towed person or object, being hit by motorized boat, hypothermia, insect stings, and such other risks, hazards and dangers that are integral to recreational activities and/or use of equipment; and (d) I hereby accept and assume these risks and dangers.

■ I have been advised that my child must wear a personal flotation device (life jacket) at all times while in/on the Personal Watercraft. I affirm that my child will not be under the influence of alcohol or controlled substance, and will not carry, use, or consume these substances before or during his/her Watercraft Activities.

_____ (Initials) **I AGREE THAT MY CHILD WILL WEAR A PERSONAL FLOTATION DEVICE (LIFE JACKET) AT ALL TIMES.**

■ My child knows how to swim and is in good health. I understand that strenuous physical exertion may be required and my child has no known physical disabilities or health problems which will present any risk to his/her participation in such activities.

_____ (Initials) **MY CHILD KNOWS HOW TO SWIM.**

■ I release and agree to indemnify and hold harmless the LAKEFRONT LODGE and its owners, employees, or agents (“Releasees”) from any and all liabilities incident to my minor child’s involvement or participation in such Watercraft Activities as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

■ I agree my child may only use this/these Personal Watercraft on Deep Creek Lake. I also agree that the Personal Watercraft will not be used between dusk and dawn. If my child under 13 years of age, they must stay within 20 feet of land or an adult at all times. **The renter assumes responsibility for any damages to the Personal Watercraft, paddle, and/or life jacket and agrees to pay for repairs or replacements that may be necessary if lost, broken, or stolen at the discretion of LAKEFRONT LODGE.**

The above agreement shall be binding on my heirs, successors, assigns, administrators and executors. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which LAKEFRONT LODGE, or its agents, is a party shall be either the District Court of Maryland or the Circuit Court of Maryland in Garrett County.

I HAVE READ THE ABOVE, AND BY SIGNING BELOW I AGREE THAT IT IS MY INTENTION TO GRANT PERMISSION FOR MY CHILD TO PARTICIPATE IN WATERCRAFT ACTIVITIES, AND TO ASSUME AND ACCEPT ALL RISKS ASSOCIATED HEREWITH.

Parent’s Name (Print) _____ Signature _____

Child’s Name: (Print) _____ Age: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____