**Waiver of Liability**

**Skywalker Estates, LLC (Juliette Mill)**

**5543 Juliette Rd**

**Juliette, Georgia 31046**

**RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMINIFICATION AGREEMENT**

Notice – By signing this document you may be waiving certain legal rights.

In consideration of being allowed to use the Juliette Mill facilities and participate in outdoor activities, and any other recreational activities (collectively the “Activities”) provided by Juliette Mill (Skywalker Estates, LLC (the host), the participant hereby agrees, to the fullest extent permitted by law, as follows:

I, the undersigned, hereby acknowledge and agree to the following:

**1.TO WAIVE ALL CLAIMS** that he/she/they/them has or may have against the Host, its affiliate and subsidiary corporations, any of their respective employees, owners, affiliates or assigns arising out of the participants presence in the premises, participation in the activities, or the use of any equipment provided by the Host (“equipment”);

**2. ASSUMPTION OF RISKS:** I acknowledge that the industrial building located at the aforementioned address is situated in a rural area overseeing the Ocmulgee River, and I understand and accept the inherent risks associated with such environments, including but not limited to, uneven terrain, wildlife encounters including snakes and other poisonous reptiles, plants and insects, weather-related hazards, and other natural or man-made risks including encountering debris, rocks, trees, boulders, trash, etc. I assume all risks of participating in the activities and using the equipment/amenities/devices, even those caused by negligent acts or conduct of the Host, its affiliates, owners, officers, directors, employees, agents, and representatives (hereinafter collectively referred to as the "Released Parties"). I, Participant, and the parent or guardian of a minor Participant, understand the nature and risks of staying on or near a river and I acknowledge and expressly assume all risks of the activities, whether or not described above, known or unknown, and inherent or otherwise. I also understand that the inherent risks of participating in the property activities and using the equipment/amenities/devices include, but are not limited to, entering and exiting the Ocmulgee River, (We do not authorize swimming from property) - swimming at your own risk in deep, dark, fast moving, muddy or otherwise water that is of unknown clarity or cleanliness, which may be both foreseen and unforeseen include serious physical injury or death;

**3. RELEASE OF LIABILITY:** In consideration for being permitted to enter and engage in activities within the industrial building premises, I hereby release and discharge [Skywalker Estates LLC/ Juliette Mill], its affiliates, owners, officers, directors, employees, agents, and representatives (hereinafter collectively referred to as the "Released Parties") from any and all claims, liabilities, demands, actions, or causes of action whatsoever arising out of or related to any loss, damage, injury, or death that may be sustained by me or any property belonging to me, whether caused by the negligence of the Released Parties or otherwise.

**4. INDEMNIFICATION:** I agree to indemnify and hold harmless the Released Parties (Skywalker Estates LLC/ Juliette Mill], its affiliates, owners, officers, directors, employees, agents, and representatives (hereinafter collectively referred to as the "Released Parties") from and against any and all liabilities, losses, damages, expenses, including reasonable attorneys' fees, incurred by the Released Parties in connection with any claims made by me or any third party arising out of or related to my presence or activities within the industrial building premises.

**5. SEVERABILITY:** If any provision of this waiver of liability is held to be invalid, illegal, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

**6.** The Participant is aware that the Juliette Mill is not responsible for “change in nature plans or acts of God” and has the right to not refund the participant’s stay that is related to rain or natural phenomena that prevents the Participant from enjoying the outdoors activities.

**PHOTOGRAPHY / VIDEO RELEASE**

Participant hereby grants to the host, the representative, and employees the right to repost photographs/ videos of participant in connection with participant’s participation in the Mill activities. Participant hereby authorizes the host to copyright, use and publish the same in print and/or electronically. Participant hereby agrees that the host may use photography of participants for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web Content.

( ) agree

( ) disagree

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Personal Responsibility**

The Participant, and the parent/guardian of a minor Participant certifies that he/she has no physical or mental condition that prevents him/her from participating in the activities or using the equipment/amenities/ devices present at the property and that he/she is not participating against medical advice.

The Participant, and the parent/guardian of a minor Participant understands that his/her participation in the activities and use of equipment/ amenities/ devices is voluntary and further understand that they have the opportunity to inspect the Host’s equipment/ amenities/ devices and facilities before any participation.

The Participant, and the parent/guardian of a minor Participant understands that the Ocmulgee River can be dangerous and that he/she could be seriously injured or even killed. The Juliette Mill does not allow swimming. There is no lifeguard on duty and if the Participant decides to swim at his/her own risk ,the participant, and the parent of a minor Participant is responsible to wear a personal floating device at all times in the water.

The Participant, and the parent/guardian of a minor Participant understands that he/she is obligated to follow the rules of the activities and property access and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* by being aware of his/her surroundings.

The Participant and the parent or guardian of a minor Participant, accepts full responsibility for determining Participant’s medical, physical, and other qualifications or suitability for participating in the Juliette Mill activities.

If, while participating in the activities and/or using equipment, amenities/devices, the Participant observes any unusual hazard or condition, which they believe jeopardizes Participant’s personal safety or that of others; he/she will remove himself/herself from participating in the activities and/or use the equipment/ amenities/devices and immediately bring said hazard or condition to the attention of the Host.

To the extent that any portion of this agreement is deemed to be invalid under the law of the State of Georgia, the remaining portions of the agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

**Voluntary Agreement**

I acknowledge that I have carefully read this release of liability, fully understand its terms and implications, and voluntarily agree to be bound by its provisions. I acknowledge that no representations, inducements, promises, or agreements, oral or written, have been made by the Released Parties or any other person or entity, to induce me to sign this waiver of liability. I further acknowledge that I gave up substantial rights, including rights to sue by signing it, have not changed it orally, and sign it voluntarily.

Participant's Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DOB:\_\_\_\_\_\_\_\_\_\_

Participant's Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Participant's Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DOB:\_\_\_\_\_\_\_\_\_\_

Participant's Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Participant's Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DOB:\_\_\_\_\_\_\_\_\_\_

Participant's Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Participant's Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DOB:\_\_\_\_\_\_\_\_\_\_

Participant's Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

**Juliette Mill Stay Agreement**

* **Only 4 people are allowed per stay, 2 adults and 2 children or 4 adults.**
* **Check in at 4pm and check out at 11 am.**
* **Participant’s guests are not allowed to stay overnight, Host reserves the right to make accommodations to rule should the host deem this appropriate if made aware in advance.**
* **The entire payment for the stay is required at the moment of booking on the website or online.**
* **Payments are refunded only if the reservation is cancelled 72 hours prior to check in.**
* **Prices may be higher and minimum nights stay may be imposed over holiday weekends or during special events.**
* **You must be at least 21 years of age to make a reservation, a participating parent or legal guardian will otherwise be required to stay at the Juliette Mill if you are below the age of 21.**
* **If there are any items removed from the apartment or property, including damage done to the property, your credit card will be charged $150 minimum. To include silverware, dishes, pictures, furniture, linens, pillows, or any other Juliette Mill personal property that does not belong to you.**
* **Pets (with the exception of the Juliette Mill farm animals) are not allowed in the apartment, facilities, water areas, lawn, or premises of the property. If caught with a pet in the apartment, building, or property, a minimum fee of $500 will be charged. We love animals and this rule is in place to protect and maintain the safety of the Juliette Mill farm animals (Miniature Goats and Tom “Cane Corso”) – Appeals for exemptions to this rule will be considered on a case-by-case basis.**
* **We want everyone to have fun and make memories. Please enjoy yourselves within reasonable limitations. Please be courteous and respectful to those around you to include excessive noise. Please keep loud music or any other excessive use of noise or commotion to a minimum after 11pm.**
* **If an emergency occurs, please dial 911.**
* **If being harassed by someone that is not supposed to be on the property or if you feel uncomfortable and/or unsafe at any time please dial 911 or call the Monroe County Sheriff’s department (478) 994-7010.**