

AGREEMENT TO OBEY RULES, RELEASE LIABILITY, AND INDEMNIFY

Registered guests and their children may use the indoor pool, Jacuzzi, waterslide, and exercise equipment ("the Amenities"). Each guest and his/her children ("You") **agree to obey all the following rules** and those posted in the Indoor Pool area and exercise room ("The Rules").

- CHILDREN UNDER 18 MUST WEAR THE COLORED WRISTBAND PROVIDED BY THE RECEPTION DESK AT ALL TIMES IN THE INDOOR POOL AREA AND EXERCISE ROOM.
- EACH GUEST ROOM IS GIVEN WRISTBANDS FOR THE TOTAL NUMBER OF REGISTERED CHILDREN AND ADULTS. THE TOTAL NUMBER FOR DOUBLE QUEEN AND SUITES ARE 4 AND SINGLE KING IS 3. ADDING ADDITIONAL GUEST TO A RESERVATION IS SUBJECT TO A ROOM RATE INCREASE.
- NO FOOD, BEVERAGES, OR GLASS CONTAINERS ARE ALLOWED WITHIN THE POOL AREA.
- YOU MAY NOT INVITE PERSONS WHO ARE NOT REGISTERED GUESTS TO USE THE AMENITIES.
- CHILDREN AGE 3 AND UNDER AND THOSE WHO ARE NOT COMPLETELY POTTY TRAINED MUST WEAR A SWIM DIAPER.
- **THE WATERSLIDE HAS LIMITED HOURS OF OPERATION.** FOLLOWING ARE SPECIAL RULES FOR THE WATERSLIDE:
 - 1) You must be at least **6 years** of age and be able to swim on your own **without assistance or floatation devices** to use the waterslide. We have a no-catch policy. **Adults can't go down the slide with infants or children** who can't swim on their own.
 - 2) Do not use the waterslide when the posted sign says that it is closed or when the gate is locked.
 - 3) Do not use the waterslide unless a lifeguard is present.
 - 4) Slide **feet first only**.
 - 5) Do not use inner tubes or other floatation devices on the waterslide.
 - 6) **Only one person at a time** may come down the slide.
 - 7) Do not wear eye glasses, goggles, or loose jewelry.
 - 8) The lifeguard and management reserve the right to refuse use of or suspend privileges of any persons failing to comply with any of the rules for the waterslide.
- EXCEPT WHEN THE WATERSLIDE IS OPEN, THERE WILL BE NO LIFEGUARD ON DUTY. **SWIM AT YOUR OWN RISK** AND ONLY DURING THE HOURS OF **6:00 AM TO 11:00 PM**.
- ALL **CHILDREN UNDER 16 MUST HAVE AN ADULT PRESENT WITH THEM** AT ALL TIMES IN THE INDOOR POOL AREA.
- **NO DIVING.** THE POOL DEPTH IS ONLY 5 FEET.
- **NO RUNNING, JUMPING, HORSEPLAY, FOOD, GLASS CONTAINERS, OR ALCOHOLIC BEVERAGES** ARE ALLOWED IN THE INDOOR POOL AREA OR EXERCISE ROOM.
- **NO PARTIES ALLOWED IN THE POOL AREA**
- PLEASE SHOWER BEFORE ENTERING THE POOL OR JACUZZI. USE STEPS INTO THE JACUZZI.
- DO NOT USE THE JACUZZI FOR LONGER THAN 15 MINUTES PER INTERVAL. DO NOT USE THE JACUZZI IF YOU RECENTLY HAVE CONSUMED ANY ALCOHOL.
- **YOU ARE RESPONSIBLE** FOR DETERMINING WHETHER YOUR PHYSICAL CONDITION AND HEALTH ALLOW YOUR USE OF THE AMENITIES. PERSONS WITH HEART DISEASE, HIGH BLOOD PRESSURE, OR DIABETES OR WHO ARE PREGNANT SHOULD USE THE AMENITIES ONLY WITH THEIR DOCTOR'S PERMISSION.

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

I AGREE TO OBEY ALL THE RULES STATED ABOVE. I ALSO AGREE TO INDEMNIFY AND DEFEND THE OWNER OF THE HOTEL, ITS AFFILIATES, THE HOTEL MANAGEMENT COMPANY, AND ALL ITS ON-SITE MANAGERS AND EMPLOYEES, INCLUDING THEIR SUCCESSORS AND ASSIGNS ("THE HOTEL") FROM ALL CLAIMS OF INJURY, DEATH, OR OTHER LOSS (INCLUDING ALL ATTORNEY FEES AND OTHER LITIGATION EXPENSES) WHICH ARISE FROM ANY VIOLATION OF THE RULES. I ASSUME ALL RISKS, KNOWN OR UNKNOWN, OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGES ARISING FROM YOUR USE OF THE AMENITIES. **I AGREE THAT IF THE POOL AND/OR SLIDE ARE CLOSED FOR ANY REASON, I AM STILL RESPONSIBLE FOR THE FULL PAYMENT OF MY STAY IN MY HOTEL ROOM.**

Room # _____	<u>Minor(s)- Using Slide</u>	<p>DbI Queen and Suites</p> <p>4 Complimentary Wristbands</p> <p>Single King</p> <p>3 Complimentary Wristbands</p> <p>** For registered guests only **</p>
<u>Adult Signatures</u>	_____	
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_____	_____	

PARENTAL AGREEMENT AND INDEMNITY

AS THE PARENT OR GUARDIAN OF THE ABOVE MINOR(S), I GIVE PERMISSION FOR THEM TO USE THE AMENITIES AND TO OBEY ALL THE RULES, BOTH ABOVE AND POSTED ON SITE. I ALSO HAVE READ AND UNDERSTAND THE ABOVE RELEASE OF LIABILITY, AND I INDEMNIFY AND DEFEND THE HOTEL AS TO ALL CLAIMS WHICH MAY ARISE FROM THE USE OF THE AMENITIES BY THE ABOVE NAMED MINOR(S).

Signature of Parent or Guardian

Date