

## Liability Waiver for Recreational Activities

By signing or agreeing to this liability waiver (the “Waiver”), you agree that you are giving up certain rights that you may have to bring legal action for damages against Rizzy’s on the Lake, LLC (“Rizzy’s on the Lake”).

Rizzy’s on the Lake is a resort-style business that offers lodging and various recreational activities and amenities at or near its property and facilities. The recreational activities and amenities offered by Rizzy’s on the Lake may include, but are not limited to, local transportation by motorized golf cart, boating, fishing, kayaking, paddle boarding, dock or boat slip access at Lake Osakis, swimming and other beach activities, interactions or social events with other guests and their friends, watercraft rental, and any other recreational activity or resort-related service that is sponsored, offered, or facilitated by or in connection with Rizzy’s on the Lake (collectively, the “Recreational Activities”).

“You” or “you” (as that term is used in this Waiver) are the person who has requested lodging from Rizzy’s on the Lake and/or intends to use or participate in the Recreational Activities (your, yours, and the like are also references to you, or your children and/or friends, as applicable). You are a “guest” of Rizzy’s on the Lake.

By agreeing to this Waiver, you are also agreeing to compensate (i.e., indemnify) Rizzy’s on the Lake for the cost of any damages that are suffered or caused by you, by minors or infants that are under your care or control (referred to herein as your “children”), and any other people you invite or permit to participate in the Recreational Activities (referred to herein as your “friends”).

**Exclusions.** This Waiver does NOT waive any of your rights that are prevented from being waived by federal, state, or local law (collectively, “Applicable Law”). Any rights that may not be waived under Applicable Law are expressly excluded from this Waiver. If Applicable Law limits the waiver any of the rights that you are waiving and releasing by this Waiver, this this Waiver shall operate and be effective to the fullest extent of those limitations.

Additionally, by signing this Waiver you are NOT waiving any rights that you may have against Rizzy’s on the Lake for damages that you suffer as a result of Rizzy’s on the Lake’s intentional misconduct.

**Acknowledgment of Risks.** You are aware that participation in Recreational Activities may be hazardous and/or present certain risks, based on the nature of each specific Recreational Activity. There are known and unanticipated risks inherent in participating in Recreational Activities, and those risks cannot be eliminated, even when taking appropriate precautions, without jeopardizing the essential qualities of those activities.

You acknowledge that a certain level of physical health and fitness is required for participation the Recreational Activities, based on the nature of the Activity, and you represent that you and your children possess the level of health and ability necessary to participate in the Activities that you and your children choose to participate in. You agree to abide by and follow all safety precautions as directed by Rizzy's on the Lake.

You acknowledge that some Recreational Activities may present the risk of physical, mental, and/or emotional injury, and in extreme cases could lead to paralysis, death, or other permanent injury. You agree that you are responsible for knowing your own physical and other limitations, and those of your children. If at any time you or your children cannot safely participate in any particular Recreational Activity because of a physical, medical, or mental health condition, you will immediately remove yourself or your children from the situation and stop participation in the Activity.

**Assumption of Risk.** To the maximum extent permitted under Applicable Law, you assume full responsibility and liability for any and all injuries you may sustain due to or related to your participation in the Recreational Activities and/or your presence on any real estate, property, location, or facility operated or owned by Rizzy's on the Lake (collectively, "Rizzy's Property"). For purposes of this Waiver, Rizzy's on the Lake includes the owner of any Rizzy's Property, even if that owner is not Rizzy's on the Lake. You represent that you have sufficient medical insurance or other means to cover and bear the costs of any injury or damage that you or your children may suffer or cause while participating in any Recreational Activity or that you may suffer while at any Rizzy's Property. In the event of an emergency, you agree that Rizzy's on the Lake may act in your best interest without incurring liability as the result of its good faith efforts to address an emergency situation.

**COVID 19.** Let's keep our community safe and healthy. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious. Rizzy's on the Lake has put in place health and safety measures intended to reduce the spread of COVID-19. During your stay with us, you must adhere to all commonly accepted practices of social distancing and hygiene, and follow the rules and health advisories issued by relevant governmental and health authorities relating to COVID-19.

However, there is an inherent risk of exposure to COVID-19 in any public place even when following proper health and safety practices, and there is no guarantee that you will not become infected with COVID-19 while at Rizzy's on the Lake or while on any Rizzy's Property.

By your entry upon any Rizzy's Property, you voluntarily assume, on behalf of yourself and any minors in your custody, all risks and damages related to the exposure of COVID-19, whether a COVID-19 infection occurs before, during, or after entry upon any Rizzy's Property (the "Covid Risks"). Neither the property nor any of its affiliates shall be responsible for any exposure to COVID-19.

**Waiver.** In consideration for being permitted to participate in the Recreational Activities and enter Rizzy's Property, you hereby waive and release, for yourself, your children, your heirs, assignees, guardians, and legal representatives, any and all losses, claims, causes of action, and other damages of every kind and nature (including but not limited to damage to personal property, personal injury, and death) caused by, related to, or arising out of the Covid Risks or the negligence (whether by act or omission) of Rizzy's on the Lake, its owners, officers, agents, representatives, managers, employees or contractors (collectively, the "Indemnified Parties"). You agree that you will not sue the Indemnified Parties or make any such claims against them for any injury or damage resulting from your or your children's participation in the Recreational Activities or your presence on any Rizzy's Property.

**Indemnification.** In consideration for being permitted to participate in the Recreational Activities and enter upon Rizzy's Property, you hereby agree to indemnify the Indemnified Parties for any claims, damages, or losses, or causes of action, including but not limited to reasonable attorneys' fees, that you, your children, your friends, and your assignees, heirs, guardians, and legal representatives have now, or may have in the future, that result from or are related to your, your children's, or your friends' participation in any Recreational Activity or your, your children's, or your friends' presence at any Rizzy's Property.

The foregoing waiver and indemnification do NOT apply to intentional misconduct of Rizzy's on the Lake and do NOT waive or release any claims for damages you, your children, or your friends may have that arise from Rizzy's on the Lake's intentional misconduct.

**Severability, Interpretation, and Reformation.** If any court or other decision-making body with jurisdiction over a dispute or action that concerns this Waiver deems any portion of this Waiver to be void, contrary to any Applicable Law or otherwise unenforceable, then you agree that such court or body should interpret and enforce this Waiver to provide the maximum waiver and indemnification as to Rizzy's on the Lake that is permitted under such Applicable Law or other controlling authority. Any offending provisions will be severed, or reformed, leaving the remainder of this Waiver intact. Any interpretation of this Waiver will be made so as to maximize the intentions

**Approval of Waiver.** By signing, accepting, or clicking on this Waiver as indicated, you agree that you have carefully read this Waiver, that you fully understand its contents, and that you are bound by its terms. Your participation in the Recreational Activities and your presence at any Rizzy's Property is a leisure activity and is not an essential necessity in your life. You have signed this Waiver freely and voluntarily, and you understand that you are giving up certain legal rights and making certain obligations. You are aware and agree that this is a complete release of liability for any injuries or damages that you or your children may suffer in relation to your participation in the

Recreational Activities or your presence on any Rizzy's Property, except for claims and damage arising out of Rizzy's on the Lake 's intentional misconduct.