



“Protect the Lodge, Protect the Mission”

GENERAL RELEASE FOR SWIMMING ON LODGE PROPERTY (“Release”) INDEMNIFICATION AGREEMENT, WAIVER

LODGE NAME AND NO. (“Lodge”)

ASSOCIATION (if applicable)

I understand, recognize, and acknowledge that there are certain risks of injury to me, while swimming in the **creek, pond, lake, ocean (select the correct body of water)** which is located on the Lodge’s property or abuts the Lodge’s property. Those risks extend to me congregating by the **creek, pond, lake, ocean (select the correct body of water)** which is located on Lodge’s property or abuts the Lodge’s property. The risks include drowning. I agree to assume the full risk of any such injuries, damages, or loss, regardless of the severity, which may be sustained by me.

In consideration for me being permitted to swim in or congregate by the **creek, pond, lake, ocean (select the correct body of water)** which is located on the Lodge’s property or abuts the Lodge’s property, I, my heirs, executors and assigns, do hereby fully and forever release and discharge the Lodge, Moose International, Inc., an Indiana nonprofit corporation, the Association, and their agents, directors, officers, heirs, successors, and/or employees from and against any and all liability as a result of any and all injuries (including death), illness, claims, actions or causes of actions arising out of or in any way associated with me swimming in or congregating by the **creek, pond, lake, ocean (select the correct body of water)** which is located on the Lodge’s property or abuts the Lodge’s property. This release does not extend to gross negligence or willful acts or omissions committed by the Lodge, Moose International, Inc., the Association, and their agents, directors, officers, heirs, successors, and/or employees that caused the injuries and/or illness.

I agree to indemnify and hold harmless the Lodge, Moose International, Inc., the Association, and their agents, directors, officers, heirs, successors, and/or employees against any and all claims, actions, lawsuits, attorneys’ fees, taxable costs, and non-taxable costs for any and all injuries (including death), illness, damages, claims, and causes of action arising out of, in connection with, or in any way relating to me swimming in or congregating by the **creek, pond, lake, ocean (select the correct body of water)** which is located on the Lodge’s property or abuts the Lodge’s property.

I understand and acknowledge that the Lodge, Moose International, Inc., the Association, and their agents, directors, officers, heirs, successors, and/or employees are not responsible for any injury, illness, or property damage that may result from me swimming in or congregating by the **creek, pond, lake, ocean (select the correct body of water)** which is located on the Lodge’s property or abuts the Lodge’s property.



“Protect the Lodge, Protect the Mission”

This Release extends to all acts of ordinary negligence by the Lodge, Moose International, Inc., the Association, and their agents, directors, officers, heirs, successors, and or employees related to and is intended to be as broad and inclusive as is permitted by the laws of the State of _____, and that if any portion thereof is held invalid, it is agreed that the balance shall, by notwithstanding, continue in full legal force and effect. This Release shall be governed and interpreted in accordance with the laws of the State of _____.

I consent to the use by the Lodge of my image, voice, name and/or story in any format, including video, print, or electronic (collectively, the “Materials”), as the Lodge may deem appropriate to promote its programs. The Lodge may make the Materials available at its discretion to third parties, on the Lodge’s website, in Lodge’s publications, or through any other media, including social networking websites. I waive any right to inspect or approve the finished product or to receive any payment. I grant to the Lodge all copyrights in the Materials and waive any legal claims, including those relating to copyright, or rights of publicity or privacy.

My signature indicates that should it become necessary for my me to receive first aid or medical treatment for injuries sustained from me swimming in or congregating by the **creek, pond, lake, ocean (select the correct body of water)** which is located on the Lodge’s property or abuts the Lodge’s property, my permission is granted for such treatment.

I affirm that the statements set forth above are true and correct and that I have read the terms and conditions of the foregoing Release and understand them accordingly.

Dated this _____ day of _____, 20_____.

(Print/Type Name)

(Signature)