

**Bluewater Fire Pit Release of Liability, Waiver of Claims.
Express Assumption of Risk and Indemnity Agreement**

I _____ do hereby affirm and acknowledge that I am aware of and have knowledge of the inherent hazards and risks associated to use of the fire pit and related campfire activities to which I am about to engage including but not limited to:

1. Risk of heat or thermic events or injuries that could cause damage to personal property.
2. Risk of severe burns from fire or fire associated activities that could result in severe injury or even death for yourself and all persons engaging in fire pit use (invited or uninvited).
3. Wind, inclement weather, lightning, variances and extremes of wind, weather and temperature that could necessitate quit use of fire pit.
6. The presence of insects or other wildlife
7. Equipment failure or operator error.

I hereby acknowledge and accept the risks associated (directly and indirectly) with the use of the fire pit and related fire pit activities to which I am about to engage. I hereby acknowledge and agree that I am voluntarily engaging in the use of the fire pit and related activities, and that no supervision, direction or guidance will be provided to me by any of the "releasees" (hereinafter defined). I acknowledge I have fully read, acknowledge and agree to all of Bluewater Resort and Marina Fire Pit Use Policies and assume all risk and liabilities for others who engage in its use (invited or uninvited) for it use under my own supervision. Further, I specifically waive any defense which I may have insofar as this contract is concerned which may arise as a result of any state or local law and/or regulation or policy that may impact its enforceability.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of being allowed to participate in the above-described Fire Pit usage, as well as the use of any of the Bluewater Resort & Marina facilities, specifically including the fire pit area and the use of the equipment and furnishings of the below listed entities, I hereby agree as follows:

1. I agree to forever waive and release any and all claims that I may have at any time against any or all of the following named persons or entities (hereinafter referred to as "releasees") as a result of my personal use of the Bluewater Fire Pit and related activities to which I engage: Bluewater Resort and Marina LLC; Spinnaker Resorts, Inc dba Spinnaker Resorts South Carolina, Inc.; Bluewater Resort and Marina Owners' Association Inc.; and Southwind Management Corp.
2. I agree to forever release the releasees, their officers, directors, employees, representatives, agents from liability and responsibility whatsoever and for all claims or causes of action that I, my estate, heirs, executors or assigns may have for personal injury, property damage, or wrongful death directly or indirectly arising from the above activities. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury or loss of life that may occur as a direct or indirect result of engaging in the above activities (including legal fees and costs).
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releases.

I hereby declare that I am of legal age and am competent to sign this Agreement.

I have read this Agreement, understand it, and I agree to be bound by it. I assume all risks including assumption of all risk to others during my requested use of the Bluewater Resort and Marina fire pit.

Signature of Participant	Name of Participant (Please Print)	Date
Reservation #	Room #	Cell Phone Number

Bluewater Fire Pit Guest/Owner Use Policy

1. Fire Pit use is by reservation only.
2. The fire pit will be unlocked for the reserved party's use between 7:00 pm and 10:00 pm. *Earlier use may be requested but is subject to BW program needs.
3. The person who reserves the fire pit must be over the age of 18 and in attendance of the fire the entire duration of its use. They may not assign responsibility or liability over to someone else and must fully extinguish the fire before they leave the area.
4. Fire must be fully extinguished by 10:00 pm (no gleaming embers and smoke is white) using the provided hose located near the fire pit area.
5. Use of the fire pit is subject to cancelation due to weather conditions or prohibition from the Town of Hilton Head due to temporary burn ban notice.
*Bluewater staff will check HHFD Burn Line each day to ensure no burn notices are reported.
6. Only locally sourced firewood or plant matter may be used in the fire pit (no treated lumber). *Firewood kits that include: one fire starter packet, firewood, and returnable lighter are available for purchase at the Recreation Cabana for \$6.00
7. Removing trees, limbs, or other timber from Bluewater property areas for use in fire pit is prohibited.
8. Children attending your campfire are to be supervised at all times to ensure their safety.
9. The person reserving the fire pit assumes all risk for those attending their campfire (both invited and uninvited).
10. Any damage to the fire pit or area furnishings must be immediately reported to the front desk for assessment. *Malicious damage or damage from misuse is subject to repair or replacement charges.
11. For their own safety, we ask that no one sit, stand on or climb on the bricks of the fire pit.
12. Please do not remove Adirondack chairs from fire pit area and put any moved furniture back to its original area.
13. Do not use gasoline or other accelerant to start fire.
14. Do not place trash or refuse in fire pit to burn.
15. Please clean up fire pit area after use. Dispose all trash in appropriate receptacles.
16. Do not leave personal items in fire pit area after use. They will be removed and placed in lost and found.
17. Bluewater maintenance will check the area and lock the fire pit at 10:00 pm.

Name (print)

Signature

____/____/____
Date

Reservation #

Room #

Contact #