



THE PETTIT PRESERVE

Preserve Member Use Agreement

1. There is no camping at the Preserve, except by groups performing service projects (such as Scout groups) that are specifically approved by the Board. Approved groups will abide by separate, detailed **Camping Guidelines**.
2. There is no swimming in the Preserve lake as this is an unacceptable liability.
3. Fishing is permitted ONLY during Preserve sanctioned events and only within specified guidelines and for **Lake Trail Supporter levels & above**. If you wish to fish, the following guidelines on species/sizes should be followed regarding removal of fish from lake:
 - a. **Bass 12" or smaller may be taken from the lake** – larger fish should be released.
 - b. **Crappie 10" or smaller may be taken from the lake** – larger fish should be released.
 - c. **No Bluegill of any size** should taken from the lake.
 - d. A limited number of fish are tagged and NONE of these can be removed from the lake regardless of species or size as they are being monitored.
4. Use of the Preserve lake is by reservation only and in accordance with a separate, detailed policy for **Guidelines for Use of Preserve Lake** (see below).
5. There is no smoking or fireworks on Preserve property due to fire hazards.
6. **Fires are prohibited** except in the fire rings at the Frog Pit and Pavilion on the dam. Members are expected to completely extinguish fire (and coals) before leaving fire ring unattended.
7. Motorized vehicles are not permitted on Preserve trails as it destroys the trails and disturbs wildlife.
8. Horseback riding is not permitted on the Preserve as it destroys the trails.
9. Dogs are permitted on Preserve property but ONLY on a leash.
10. **Lake Trail Supporters, Friends of the Forest & Guardian level members may schedule private visits** to the Preserve for fishing, hiking & picnicking.
 - a. To take advantage of this benefit, **you must make a reservation with the Executive Director no less than 48 hours prior to the scheduled date**. The Preserve will not be available for private use at days/times when public events or field trips are being held, or after dark.
 - b. When you arrive, park at the Preserve gate, **off the road** (in front of the big Pettit Preserve sign. **LEAVE YOUR MEMBERSHIP CARD ON THE DRIVER'S DASHBOARD**, signaling an authorized user has left a vehicle on the premises.
 - c. **Text or call the Executive Director as you arrive AND as you leave Preserve property.**
 - d. **Close and lock the red gate (at the cabins) both as you enter and again as you leave.**

Guidelines for Use of Preserve Lake

1. **No motorized vessels** are allowed on lake. However, trolling motors are permitted. Watercraft intended for Lake use will be transported to water's edge by **manual means only**. No motorized vehicles or trailers are to be used on the dam, trails, or roadways past the Learning Shed.
2. Boats may be launched and landed **ONLY from designated launch site**.
3. No artificial, synthetic, or manufactured substance is to be introduced into the lake/Preserve environs.
4. A maximum of 4 watercraft are allowed on the Lake at any given time.
5. No solitary Lake use allowed; users should be in pairs or groups for safety.
6. An adult (21 years or older) must be present at all times during use of the Lake. A minimum of 1 adult for every 5 minors present is required.



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7. Users of watercraft must know and conform to carrying capacity of craft and associated safety practices.
8. Life preservers must be provided by guests and worn in accordance with U.S. Coast Guard guidelines.
9. All materials brought into the Preserve must be taken out of the Preserve (fishing tackle, bait containers, trash, etc.). There should be no evidence that the Preserve was visited.
10. **No smoking, alcohol or illegal substances are allowed** on Lake or Preserve property.
11. All participants must sign a statement of indemnification prior to use of the Lake & facility. (see below)
12. Visitors will secure the property upon departure (trash removal, close gates, etc). Visitors finding indication of misuse or abuse of the property should report such to a Preserve staff upon discovery.
13. Any damage to Preserve property is the sole responsibility of the user.

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

I, _____ (representative of user group, hereinafter "VISITOR"), do hereby agree to the following provisions concerning my entry upon and use of the premises of the **Margaret and Luke Pettit Environmental Preserve, Inc.** and the adjoining lands of the Estate of Gay P. Dellinger (hereinafter "the Preserve and adjoining property").

1. VISITOR hereby releases, waives and discharges the Preserve, including its officers agents, employees, managers, independent contractors, parent organizations, subsidiaries, affiliates and any other personnel affiliated or associated with the Preserve and adjoining property (hereinafter "Releasees") from, and agrees and covenants not to sue Releasees for any claim, liability, or demand of any kind or on account of personal injury, temporary or permanent disability, death, property damage, or other damages, whether caused by the negligence of Releasees, other visitors to the Preserve or adjoining property, or otherwise, resulting from or in any way associated with VISITOR's entry on the premises or use of the Preserve or adjoining property's grounds, facilities, amenities, services or participation in any activity at the Preserve and adjoining property. Further, VISITOR agrees and covenants to indemnify Releasees for, and hold Releasees harmless from, any such claims, liabilities and demands.
2. VISITOR further HEREBY VOLUNTARILY ASSUMES ALL RISKS of personal injury, including temporary or permanent disability or death, property damage, economic losses, and/or other damages to VISITOR resulting from or in any way associated with his/her entry on the Preserve's premises or use of the Preserve and adjoining property's grounds, facilities, amenities, services or participation in any activity at the Preserve and adjoining property.
3. VISITOR acknowledges and agrees that this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT is intended to be, and is, a complete release of any responsibility of Releasees for personal injuries and/or temporary or permanent disability or death or property loss/damage sustained by VISITOR while on the premises or while using of the Preserve and adjoining property's grounds, facilities, amenities, services or participating in any activity at the Preserve or adjoining property; and VISITOR further acknowledges and agrees that it is specifically intended to and does include release, waiver, assumption of risk and indemnity as to premises liability claims such as (by example, not limitation) slip & falls and/or trip & falls at the Preserve and adjoining property.

VISITOR confirms that he/she has read and understands this Release and Waiver of Liability/Assumption of Risk and Indemnity Agreement, Member Use Agreement, Guidelines for Use of Preserve Lake and acknowledges and agrees to its terms, and signs it freely and voluntarily.

Print Name

Signature

Date

This document must be **signed returned** via mail (P.O. Box 2843, Cartersville, GA 30120), email (director@pettitpreserve.org) or fax (678-302-2074) to the Pettit Preserve **before membership can be activated**.