



THE PETTIT PRESERVE

Rental Unit Visitor Use Agreement for the Preserve

1. There is **no swimming** in the Preserve lake as this is an unacceptable liability.
2. Rental Unit Visitors are **NOT permitted to fish** in the Preserve lake.
3. There is **no smoking or fireworks** on Preserve property due to fire hazards.
4. **No alcohol or illegal substances are allowed** on Preserve property. Use of alcohol or illegal substances on Preserve property voids this Agreement and may lead to prosecution for trespassing.
5. **Fires are prohibited** on Preserve property.
6. **Motorized vehicles are not permitted on Preserve trails** as it destroys the trails and disturbs wildlife.
7. There is no camping on Preserve property.
8. Horseback riding is not permitted on the Preserve as it destroys the trails.
9. Dogs are permitted on Preserve property ONLY on a leash. Owners should remove any waste from the trails.
10. Authorized Rental Unit visitors may attend scheduled public hikes on Preserve property **if this form is completed and returned** to the Executive Director. A schedule of hikes is available at <http://www.pettitpreserve.org/events/hikes/>
11. **Access by Reservation** is available in which rental visitors are welcome to hike the trails and picnic at the Preserve. 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** by calling 678-848-4179. The Preserve will not be available for private use at days/times when field trips or private events are being held. **Persons who enter Preserve property without express permission by the Executive Director will be prosecuted for trespassing.**
12. This completed Rental Unit Visitor Use Agreement MUST be submitted to the Pettit Preserve before visitors may gain Access by Reservation or attend public hikes.
13. Rental Unit Visitors must leave their vehicles at the rental unit; they may not park on Preserve property.
14. Visitors finding indication of misuse or abuse of the property should report such to a Pettit Preserve staff upon discovery.
15. Any damage to Preserve property is the sole responsibility of the user.

Signature: _____ Print Name: _____ Date: _____

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

I, _____ (representative of rental visitor[s], 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.



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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 confirm that he/she has read and understands this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT and acknowledges and agrees to its terms, and signs it freely and voluntarily.

I have read and agree to all terms of the Rental Unit Visitor Use Agreement

Signature: _____ Print Name: _____ Date: _____

Names & Cell phone numbers of **all** rental visitors who will be using Preserve property during the rental period:

	Name	Cell Phone Number	Adult(A) or Child (C)?
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

Please fax (678-302-2074) or email (director@pettitpreserve.org) form to the Executive Director