

RELEASE AND INDEMNITY AGREEMENT

The undersigned persons (individually and, if applicable, on behalf of their minor children and dependents; collectively, "Guests") enter this release and indemnity agreement with **TBD**, (collectively, "Owner").

1. Guests wish to enter upon the Owner's property to stay, rent, use premises and facilities, and participate in recreational activities on the Owner's property. Guests acknowledge that, upon the signing of this agreement, they are receiving permission to enter the property to stay and participate in certain specific activities under the terms of this agreement. Guests acknowledge and understand that no warranty, either express or implied, is made by the Owner as to the condition of the Owner's premises.
2. Guests understand and acknowledge that outdoor recreation activities in general, including occupancy of recreational facilities, are inherently dangerous activities which carry the risk of personal or bodily injury, including death, and damage to property. Guests voluntarily assume all dangers, risks, and hazards for all parties staying on Owner's property and themselves. Such dangers, hazards and risks included, but are not limited to: the effects of existing and changing weather and ground conditions, power outages, falls, contact with other people, the conditions of the paved and unpaved areas of the property, collisions with objects or persons, exposure to water and natural forces, vehicle accidents, and possible equipment failure or malfunction of my own or other's equipment. Guests who bring minor children onto the Owner's property assume the responsibility of watching and caring for minors' safety and guarding against hazards at all times.
3. Guests understand and agree (i) that any person, including Guests, stay on or rent the premises or takes part in any sport or recreational opportunity assumes all risk of injury and all legal responsibility for injury or death to themselves or other persons, and damage to property that result from the risks in using the premises and taking part in a sport or recreational opportunity, and (ii) that the providers of the rental and any sport or recreational opportunity, including the Owner and other Releasees herein, are not required to identify, eliminate, alter or control the inherent risks or other risks in the sport or recreational activity.
4. In consideration of use of the premises and being allowed to participate in recreational activities, Guests voluntarily agree as follows:
 - A. Guests, on behalf of themselves and their children, heirs, personal representatives and assigns, hereby fully and irrevocably release and forever discharge (i) Owner, and (ii) the owners of all other lands on which recreational activities are conducted by or in association with the Owners, and (iii) all of the managers, members, agents, representatives, employees, heirs, personal representatives, directors, officers, associates, family members, and assigns of the persons or entities named or identified herein (collectively, "Releasees"), from any and all legal liability, claims, demands, actions, causes of action, damages, costs and expenses of any kind or nature (including those based on the Releasees' negligence) for or by reason of any bodily injury or personal injury, known or unknown, or death, or property damage on account of or in any way resulting from staying on the premises and participation by the undersigned (and, if applicable, his/her minor children or dependents) in any recreational activities on the premises. This release applies to inherent risks and all other risks, whether foreseen or unforeseen.
 - B. Guests agree to indemnify, hold harmless and defend Owner and Releasees, and each of them, from and against any and all loss, damage, claim, liability, or expense, including reasonable attorney's fees, which they may incur by reason of the occupation or use of the premises by Guests, or by reason of any actions taken by the Guests, their employees, agents, representatives, or family members in connection with Guests' use of the premises.
5. This release contains the entire agreement between the parties, and the terms of this release are contractual and not a mere recital. If any portion of this release is held invalid, it is agreed that the balance of the release will remain effective.

I (the Guest) have carefully read the foregoing agreement and I fully understand its contents. I am aware that I am releasing certain legal rights that I otherwise may have, or my minor children or dependents may have, and I enter into this contract freely and voluntarily under my own free will without any inducement, coercion or otherwise.

DO YOU HAVE A MEDICAL CONDITION OR DISABILITY WHICH WOULD PRECLUDE YOU FROM ENGAGING IN THE PLANNED ACTIVITIES, OR WHICH WOULD ENDANGER YOURSELF OR OTHERS? ____ YES ____ NO

DO NOT SIGN THIS AGREEMENT IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH ITS TERMS. THE SIGNATURE OF A PARENT OR GUARDIAN IS REQUIRED FOR PERSONS UNDER 18 YEARS OF AGE.

Signature of Guest / Date

Printed Name and Address: Names of Minor Children / Dependents