

RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of _____
(*description of activity*) organized by _____ (*name of Host/Property Owner*),
referred to as "Host/Owner" throughout document, of _____ (*address
of facility*) and/or use of the property, facilities and services of stated
Host/Owner, _____ (*name of guest*), agree for myself and (if
applicable) for my guests and members of my family, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the host/owner, or the employees, representatives or agents of the host/owner.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity and I expressly assume all such risks and full responsibility for personal injury and property damage to myself and (if applicable) my guests and family members. I also further waive and release and discharge for myself, my executors, administrators, assignees, and heirs any and all rights and claims for injuries, death, damages, losses, demands and any other actions whatsoever, which he or she, individually or in solido, may have or which may arise against Host/Owner, and any of his or her heirs, employees, directors, officers or agents, whether caused by the fault of myself, my guests or family, the stated Host/Owner, or other third parties.

3. INDEMNIFICATION. I agree to indemnify and defend stated Host/Owner and any of his or her heirs, employees, directors, officers, or agents from and against any and all fault, liabilities, claims, demands, causes of action, lawsuits, damages, judgments, costs, expenses, including attorney fees and other litigation costs, which may in any way be related to or arise from my and my guests' use of or presence upon the facilities of stated Host/Owner.

4. PROPERTY DAMAGE TO HOST/OWNER. I agree to pay for all damages to the facilities of stated Host/Owner caused by any negligent, reckless, or willful actions by me or my guests and family.

5. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be governed and resolved according to the law of the state where the Host/Owner's facility is located.

6. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so

desire. I further agree and acknowledge that stated Host/Owner has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

7. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

8. AMENDMENT IN WRITING. This Agreement may not be amended, modified, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by the parties.

9. ATTORNEYS' FEES AND EXPENSES. In the event of a default or alleged default hereunder by any party as to any duty, warranty, or undertaking owed to another party, which results in efforts by the parties to resolve same (whether or not a lawsuit is filed), the substantially prevailing party shall be entitled to, in addition to such other sum as may be due hereunder, be paid all costs and expenses of such efforts, including, but not limited to, the payment of their actual attorneys' fees, by the non-prevailing party.

10. BINDING EFFECT. This Agreement shall be binding upon me and my executors, administrators, assignees, and heirs.

11. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

12. EMERGENCY CONTACT. In case of an emergency, please call the following individual:

(Telephone Number)

(Emergency Contact's Full Name)

(Relationship)

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Dated: _____

GUEST

HOST/OWNER

(Signature)

(Signature)

(Print Full Name)

(Print Full Name)