

SPRINGS WATER EQUIPMENT
GIVE A COPY OF THIS FORM TO EVERY PARTICIPANT
LIABILITY RELEASE AND WAIVER FORM
(MINOR FORM)

Every participant must have a completed and signed release form prior to registration in order to participate

Program: **Paddleboards and Kayaks Use** Location: **Springs** Date: _____

Minor's Name:(Under age 18) _____

Name of Parent or Legal Guardian: _____ Member No. _____

Address: _____ City, State, Zip: _____

Daytime Phone Number: (____) _____ Evening Phone Number: (____) _____

Liability Release: For good and valuable consideration, including being given the opportunity for my child participate in the Program, the receipt and sufficiency of which are hereby acknowledged, I _____, as parent or legal guardian of _____, a minor (hereinafter "Minor"), who is _____ years old and hereby grant the permission necessary to allow Minor to participate in the above Program.

I acknowledge, agree and represent that I understand the nature of the Program, and that my child is qualified, in good health, and in property physical condition to participate in such activities. I understand the nature of the Program and the Minor's experience and capabilities and believe the minor to be qualified to participate in the Program.

I fully understand that this program involves risk and dangers of serious bodily injury, including permanent disability, paralysis and death ("Risks"). These risks and dangers may be caused by Minor's own actions, or inactions, the actions or inactions of other participants, the condition in which the Program takes place, or the negligence of the Releasees named below.

I, on my own behalf and on behalf of Minor, our personal representatives, assigns, heirs, and next of kin, further agree to release and to hold harmless Cliffs Club Partners, LLC and IT-SPE LLC ("Cliffs") and any of its affiliates or subsidiaries, or successors for the Hosting site (The Cliffs' property on whose premises the Program will occur (hereinafter the "Location")), the affiliates of Cliffs and the respective directors, officers, representatives, members, agents, employees, volunterrs, organizers, sponsors, advertisers, owners or lessors of property and their respective affiliates (hereinafter collectively "Releasees") from any and all liability whether caused by negligence of the Releasees or otherwise for any claim, judgment, loss, liability, cost and expenses (including, without limitations, attorney's fees and costs) arising out of or connected with the Program, including any claim arising out of or connected with any illness or injury (minimal, serious, catastrophic and / or death) that Minor may incur or sustain during the Program, all activities associated with the Program and while traveling to and from the site for the Program whether or not the Program actually occurs.

I further expressly agree to indemnify and hold harmless Releasees and Releasees' heirs, successors, assigns, executors and administrators against loss from any further claims, demands or actions that may subsequently be brought by Minor or by any other persons on the account of damages of any character resulting to Minor in any way from the foregoing activities. I further agree to reimburse and to make good to Releasees any loss, litigations expenses, attorney fees, liability, damage or costs which any Releasee may incur as a result of such claim, to the fullest extent permitted by law.

I do hereby further declare my child physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent his or her participation in any of the activities related to the Program. I do hereby acknowledge that I have been informed of the recommendation to notify my physician as to my child's participation in this program. I acknowledge that he or she have either had a physical examination and been given any physician's permission to participate, or that I have decided to allow my child to participate in this program without the approval of my physician and do hereby assume all responsibility for my child's participation in this activity.

I, in my own behalf and on behalf of Minor, hereby warrant that I have read this Liability Release in its entirety, fully understand its contents, understand that I have given up substantial rights by signing it and have freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent permitted by law. I agree that if any portion of this Agreement is held to be invalid, or unenforceable for whatever reason, including a change in law, the balance, notwithstanding, shall continue in full force and effect, including inserting terms to give the stricken provision the maximum effect permissible by law.

I, in my own behalf and on behalf of Minor, am aware that this Liability Release releases Releasees from liability and contains an acknowledgement of my voluntary and knowing assumption of the risk of injury or illness. I, in my own behalf and on behalf of Minor, further acknowledge that nothing in this Liability Release constitutes a guarantee that the Program will occur. I, in my own behalf and on behalf of Minor, have signed this document voluntarily and of my own free will.

_____(Initial) **I, understand and have explained to Minor that a life vest or jacket must be worn at all times.**

_____(Initial) **I understand that if the Minor is 16 years or younger they must be accompanied by me or an adult 21 years or older.**

_____(Initial) **I understand and agree that I will be responsible for any property damage to the equipment during the time of use.**

_____(Initial) **I understand that the term of use is one hour unless management has approve otherwise.**

Signature of Parent or Legal Guardian

Printed Name

Relationship (Father/Mother/Guardian)

Witness

SEND ALL SIGNED COPIES TO MARY CAMPBELL AT CORPORATE OFFICE