

Living Waters Ranch, Hot Springs Swimming Hole Release of Liability

Please read carefully before signing. This is a release of liability and waiver of certain legal rights.

1. The undersigned, being at least 18 years old (and/or being the parent or guardian of a minor less than 18 years old and accompanying such minor) has read and signed the following Release, hereinafter referred to collectively as "I".
2. I warrant and represent that I am in good health (and if signing on behalf of a minor as parent or guardian) and that there are no special problems associated with my health (or minor child, if applicable, that are not specifically listed on this Release).
3. I agree and understand that swimming at Hot Springs Swimming Hole is to be done at my own risk. I hereby agree to freely and expressly assume and accept any and all risks of injury or death while participating in this swimming activity. Nonetheless, the participant voluntarily elects to participate in the aforementioned activities. _____ (initials)
4. I hereby assume all risks which may be associated with and/or result from my involvement in such activity and hold harmless, release, indemnify and defend Living Waters Ranch, Inc., and Firstfruits Foundation, its subsidiaries and affiliates, their respective officers, directors, agents, servants and employee (hereinafter "Living Waters Ranch, Inc.") of and from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damages or injury, including death, that may be sustained by me while participating in the activity, including but not limited to, those injuries and damage caused by the negligence and/or breach of warranty, express or implied, on the part of Living Waters Ranch, Inc. _____ (initials)
5. By execution of this release Living Waters Ranch, Inc., shall be indemnified from any injury to other person(s) or property damage which I may cause as a result of engaging in the activity.
6. I authorize Living Waters Ranch, Inc., and/or its authorized personnel to call for medical care for me and/or to have me transported to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed for me. I agree that upon my transport to any such medical facility or hospital that Living Waters Ranch, Inc. shall not have any further responsibility for me. Further, I agree to pay all costs associated with such medical care and related transportation provided for me and shall indemnify and hold harmless Living Waters Ranch, Inc. of and from any costs incurred therein.
7. I contractually agree that any and all disputes between myself and Living Waters Ranch, Inc., arising from my participation including any claims for personal injury and/or death, will be governed by the laws of the state of Idaho and exclusive jurisdiction thereof will be in the state court residing in the county where the alleged tort occurred or the federal courts of the State of Idaho.
8. In the event any sections of this release are found to be unenforceable, the remaining terms shall be fully enforceable.
9. Permitted this release shall be binding to the fullest extent by law.
10. This release shall be binding upon my assignees, distributees, heirs, next-of-kin, executors, personal representatives, and administrator and may be pled by Living Waters Ranch, Inc. as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the participant

I/We have carefully read the foregoing liability release, understand its contents and sign it with full knowledge of its significance.

Executed this _____ day of _____, in the year _____.

Printed name of participant

Printed name of parent or guardian

Signature of parent or guardian

Signature of participant