

PLEASE READ: THIS IS A BINDING LEGAL CONTRACT. PLEASE CAREFULLY REVIEW BEFORE YOU SIGN. YOUR ENTRANCE INTO BEAR HOLLOW RESORT AND USE OF OUR FACILITIES IS STRICTLY CONDITIONED UPON THE TERMS OF THIS RELEASE OF LIABILITY. THERE ARE NO EXCEPTIONS. BY ENTERING OUR PROPERTY AND USING OUR FACILITIES, YOU AFFIRM YOUR ASSENT TO EACH OF THESE TERMS AND CONDITIONS.

THIS IS A WAIVER AND RELEASE OF LIABILITY TO WHICH YOU ARE DEEMED TO HAVE AGREED AND ACCEPTED IN ALL RESPECTS BY YOUR USE OF OUR FACILITIES. ALL PERSONS USE OUR FACILITIES AT THEIR OWN RISK. INDIVIDUALS WHO ARE ON OUR PROPERTY WITHOUT EXECUTION OF OUR WAIVER AND RELEASE ARE DEEMED TRESPASSERS.

YOU, ON BEHALF OF YOURSELF AND EACH OTHER MEMBER OF YOUR FAMILY AND/OR OTHER GUESTS (EACH, A “RELEASING PARTY”) ARE AWARE OF AND ACCEPT ANY RISKS AND HAZARDS RELATING TO THE USE OF THE BEAR HOLLOW PROPERTY AND ITS FACILITIES. EACH RELEASING PARTY INDIVIDUALLY, AND/OR AS A REPRESENTATIVE OF AND ON BEHALF OF SUCH RELEASING PARTY’S CHILD(REN) OR WARD, HERBY RELEASES, DISCHARGES AND COVENANTS NOT TO SUE BEAR HOLLOW, BEAR HOLLOW RANCH, LLC, BEAR HOLLOW SPORTS, LLC, BEAR HOLLOW LAKES HOMEOWNERS ASSOCIATION, INC., LIQUID ASSETS H20, LLC, KOKOPELLI INVESTMENTS, LLC, AND/OR THEIR RESPECTIVE AFFILIATES, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, OR AGENTS, (COLLECTIVELY, THE “RELEASED PARTIES”) WITH REGARD TO ANY LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND/OR CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY (INCLUDING FATAL INJURY) SUSTAINED WHILE USING THE BEARHOLLOW LAKES RESORT PROPERTY OR ANY AMENITIES, WHETHER OR NOT CAUSED BY ANY ACTS OR OMISSIONS OF THE RELEASED PARTIES OR BY FAILURE OF THE EQUIPMENT AVAILABLE AT THE PROPERTY.

THIS RELEASE SHALL BE BINDING UPON THE SPOUSE, HEIRS, LEGAL REPRESENTATIVES, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS OF EACH RELEASING PARTY. EACH

RELEASE OF LIABILITY

RELEASING PARTY ACKNOWLEDGES AND REPRESENTS THAT HE/SHE/IT HAS READ THE FOREGOING RELEASE, UNDERSTANDS AND SIGNS IT VOLUNTARILY, THAT RELEASING PARTY IS AT LEAST EIGHTEEN (18) YEARS OF AGE AND OF SOUND MIND, THAT RELEASING PARTY IS LEGALLY SOBER FROM THE EFFECTS OF ALCOHOL & DRUGS, THAT RELEASING PARTY AGREES TO FOLLOW ANY AND ALL INSTRUCTIONS OF BEAR HOLLOW WHILE USING THE PROPERTY, AND THAT RELEASING PARTY AND ALL OTHER MEMBERS OF THE RENTAL PARTY ARE IN GOOD HEALTH, SUFFERING FROM NO PHYSICAL DISABILITY WHICH MIGHT IMPAIR MENTAL FACULTIES AND/OR NORMAL WATER SPORT CAPABILITIES. EACH RELEASING PARTY, ON BEHALF OF ITSELF AND ALL OTHERS, INCLUDING MINOR CHILDREN, ARE FOREVER WAIVING AND RELEASING ANY AND ALL RIGHTS TO SUE THE RELEASED PARTIES FOR ANY REASON WHATSOEVER FOR ANYTHING OCCURRING UPON THE BEARHOLLOW RESORT PROPERTY AT ANY TIME. RELEASING PARTY EXPRESSLY ASSUMES ALL RISK INHERENT TO THE USE OF THE BEARHOLLOW RESORT PROPERTY, AS WELL AS PARTICIPATING IN AND/OR OBSERVING ANY WATERSPORT.

RELEASING PARTY, AND EACH OF THEM, JOINTLY AND SEVERALLY, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES OF AND FROM ANY AND ALL CLAIMS, DEMANDS, OR COSTS OR EXPENSES ARISING OUT OF ANY INJURIES OR DAMAGE INCURRED WHILE ANY PERSONS (INCLUDING ANY CHILD), ARE USING THE PROPERTY OR PARTICIPATING IN ANY RELATED ACTIVITY. RELEASING PARTY FURTHER EXPRESSLY AGREES THAT THE FOREGOING RELEASE, WAIVER AND INDEMNITY IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW AND THAT IF ANY PROVISION IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

Dated: _____

By: _____

If adult signing on behalf of minor, name of minor: _____