



Check In \_\_\_\_\_ Check Out \_\_\_\_\_  
Site # \_\_\_\_\_ Site Name \_\_\_\_\_

## Release, Indemnification and Hold Harmless Agreement

In considerations of participating in Water Activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Jackson Lake Campground & Park, LLC, property owner, Betty K. Young, Jackson Lake Adventure Park or Jackson Lake Aqua Park, it's owners and its owner's assigns, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and by children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that the participating in water activities involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death and property damage, risks include but are not limited to, broken bones, torn ligaments, drowning caused or resulting from physical activity despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that the event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation on this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentions conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. I hereby grant Jackson Lake Campground & Park, LLC, its representatives and employees, the permission to use photographs of me and/or my family, or photographs that I have taken with or without my name, for any lawful purpose, including for such purposes as but not limited to: publicity, illustration, advertising, and web content.

**By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**

I have read and understood this document and the Aqua Park Rules and I agree to be bound by the terms of this agreement.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Telephone \_\_\_\_\_ Date \_\_\_\_\_

### **Parent or Guardian Additional Agreement (Must be completed for Participants under the age of 18)**

In consideration of \_\_\_\_\_ (Print Minors Names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence with are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or

Guardian \_\_\_\_\_ Print Name \_\_\_\_\_

Date \_\_\_\_\_