

## DUTCH SPRINGS RELEASE AND WAIVER OF LIABILITY AGREEMENT

THE UNDERSIGNED understands and acknowledges that permission to enter DUTCH SPRINGS is granted only after the written document is completed and signed. PLEASE READ THE DOCUMENT CAREFULLY.

PLEASE PRINT:

FOR CERTIFIED DIVERS:

Name of Participant	Age if minor child	Certifying Agency
Address		Certification Date
City, State, Zip Code		Card ID Number
Email Address		Type of Certification

IN CONSIDERATION of the opportunity afforded to me, or a minor child for whom I am parent or guardian, to enter and utilize the premises known as DUTCH SPRINGS located in Lower Nazareth and Bethlehem Townships, Northampton County, PA and to participate in FREEDIVING and/or SCUBA DIVING, its associated activities and/or AQUAPARK or other water activities and/or AERIAL PARK or other land based activities and/or KNOCKERBALL® activities, I hereby assume all risk of loss or injury to my person, or to said minor child, and/or my or their property that may be sustained in connection with such activities or related activities, including specifically rental and/or use of equipment, if applicable, in and about those premises. I acknowledge that there is no lifeguard on duty except within the AQUAPARK area, and that I have been given an opportunity to inspect the property and my, or said minor child's, use of the premises indicates my satisfaction with the condition of same.

IN CONSIDERATION of the permission granted to me, or to said minor child, to enter the premises and/or participate in such activities, I, for myself, or said minor child, our respective heirs, administrators, executors, successors and assigns, do hereby release, remise and forever discharge RECREATIONAL CONCEPTS DEVELOPMENT CORP., d/b/a DUTCH SPRINGS and hereinafter referred to as DUTCH SPRINGS, the owners, operators, sponsors of any event, as well as their respective agents, servants, employees, officers, officials, and other participants in those activities of and from all claims, demands, actions and causes of action of any sort, in law or equity, arising from any injury, including death, sustained to my person or the person of said minor child and/or property arising during or from my, or said minor child's, participation in any of the aforesaid activities and/or presence on the premises.

I INTEND by this Release to waive all claims for negligence, products liability, or breach of warranty against DUTCH SPRINGS, including claims for personal injury to me or said minor child or damage to my or said minor child's property whether or not based on the sole negligence of DUTCH SPRINGS, its agents or its employees. This Release shall cover and include all areas, activities and acts, within the premises, including but not limited to, all recreational endeavors, activity in the AQUAPARK, activity in the AERIAL PARK, KNOCKERBALL®, parking facilities, picnicking areas, land, showers, rest rooms, office and every other area, activity, or act in or about DUTCH SPRINGS or connected with the same. I INTEND for all terms of this Release and Waiver of Liability Agreement to extend to those situations where MOBILE ZIPLINE and/or ULTIMATE JUMPER and/or KNOCKERBALL® activities involving equipment owned by DUTCH SPRINGS are being conducted at locations away from the DUTCH SPRINGS premises.

I AGREE to indemnify and hold harmless DUTCH SPRINGS from any and all causes of action at law or in equity arising out of such activities that I, said minor child, any personal representatives, and/or my or said minor child's heirs, executors, administrators, successors or assigns, may have or assert against DUTCH SPRINGS and I AGREE to pay all costs of such action, including but not limited to attorney's fees incurred by DUTCH SPRINGS in the defense of same.

I ACKNOWLEDGE that the utilization of the premises, including equipment, by me, or said minor child, for whatever purpose is purely at my risk. I agree that there have been no warranties made to me expressed or implied. I represent and certify that I am eighteen (18) years of age or older and certify that my, or said minor child's, attendance and participation in these activities is voluntary. I represent and certify that my, or said minor child's, participation in FREEDIVING and/or SCUBA DIVING is as a certified scuba diver, or in the instance of PADI/SCUBA DIVER under the supervision of a qualified SCUBA instructor, or as a student in a FREEDIVING and/or SCUBA DIVING course/program under the supervision of a qualified FREEDIVING and/or SCUBA instructor.

I ACKNOWLEDGE that by entering the premises and/or utilizing the equipment, DUTCH SPRINGS is granted permission to use any film, photograph, videotape or audio recording in which I or said minor child appear for any legitimate business purpose without payment to any person.

I AGREE that this Release shall be continuing in nature for subsequent visits by me, or said minor child, during the calendar year of the date of my signature or for the duration of the season if a Season Pass is purchased.

I INTEND AND AGREE that this Release and Waiver of Liability Agreement will be governed by Pennsylvania law and will be binding upon my or said minor child's estate, heirs, administrators, executors, successors and assigns, and legal personal representatives. I AGREE that any dispute relating to this Agreement will be resolved exclusively in the Courts of the Commonwealth of Pennsylvania.

I HAVE READ AND UNDERSTOOD THE FOREGOING RELEASE AND, BY AFFIXING MY SIGNATURE TO IT, SIGNIFY MY CLEAR INTENTION TO BE LEGALLY BOUND BY IT. THIS AGREEMENT, AS PUBLISHED AND POSTED AT WWW.DUTCHSPRINGS.COM SHALL NOT BE AMENDED OR MODIFIED OR ANY OF ITS PROVISIONS WAIVED, UNLESS IN WRITING AND SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.

Date	Signature of Participant or Parent/Guardian
Relationship to Minor Child, if applicable	Name of Parent/Guardian (Please Print)