

## ***WAIVER AND RELEASE OF LIABILITY***

This waiver and release of liability is entered into between \_\_\_\_\_ (“Releasor”) and CARSON HOT SPRINGS, located at 1500 Old Hot Springs Rd, Carson City, Nevada 89706 (“Carson Hot Springs”), subject to the terms and conditions herein, and effective on the date executed below. In consideration of Releasor’s desire to participate in hot springs usage (the “Activity”) and the right to participate in the same, Releasor, or if Releasor is a minor, then the Releasor’s parent or guardian, agree to all of the terms as set forth herein.

1. The undersigned agrees to Waive and Release any and all claims arising out of negligence, active or passive with the exception of intentional, gross, wanton, or willful misconduct that I, my estate, heirs, executors, personal representatives, parents, guardians, or assigns may have in the future against Carson Hot Springs, its owners, affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively “Releasees”).

2. This release shall apply to any claims or causes of action that I, my estate, heirs, executors, personal representatives, parents, guardians, or assigns may have for personal injury, property damage or wrongful death arising from the Activity whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the Releasees harmless for any injury or loss of life which may occur to me during the Activity and related activities. Specifically, I agree to hold the Releasees harmless for any injury or loss of life which may occur as a result the Activity or upon leaving Carson Hot Springs.

3. Releasor agrees to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs.

4. Releasor acknowledges that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care of treatment, I authorize Carson Hot Springs to provide, and/or contact emergency/health authorities to provide, all emergency medical care deemed necessary, including but not limited to first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

5. Releasor, or if the Releasor is a minor, then the Releasor’s parent or guardian agrees that by signing below, they are responsible for any and all damage caused to any equipment or part of the Carson Hot Springs facility caused by the Releasor’s recklessness, negligence gross negligence, or intentional misconduct.

6. By entering into this agreement, I am not relying on any oral or written promises or representations made by Carson Hot Springs or the releasees, other than what is set forth herein.

7. This agreement shall be interpreted under the laws of the State of Nevada, and any dispute hereunder shall be governed by the laws of the State of Nevada, and venue shall be in the First Judicial District Court of the State of Nevada.

8. If any provision of this Agreement is found to be unenforceable or invalid, the remaining provisions of this Agreement shall remain in full force and effect.

9. Both Releasor and Carson Hot Springs agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

**I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, DIZZINESS, LIGHT-HEADEDNESS, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.**

**I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE RELEASEES ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST RELEASEES FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH.**

THIS WAIVER AND RELEASE OF LIABILITY SHALL BE KEPT ON FILE AT CARSON HOT SPRINGS AND REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

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In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact

Contact Relationship

Contact Telephone

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**I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.**

**Releasor's Name:**

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**Releasor's Address:**

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**Signature of Releasor or,  
if Releasor is under the age of 18,  
signature of Parent or Guardian:**

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**Date:**

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