

DUTCH SPRINGS RELEASE AND WAIVER OF LIABILITY AGREEMENT FOR *MINORS*

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

PLEASE PRINT:

IF MINOR IS A CERTIFIED DIVER:

Child's Name	Certifying Agency:
Name of Parent/Guardian	Certification Date
Address	Card ID Number
City, State, Zip Code	Type of Certification

IN CONSIDERATION of the permission granted to the undersigned parent or guardian to allow minor children to enter the premises known as DUTCH SPRINGS and/or participate in activities thereon, the undersigned parent or guardian does hereby accept responsibility for said child or children and for them, their heirs, executors, administrators, successors and assigns does hereby release, remise and discharge RECREATIONAL CONCEPTS DEVELOPMENT CORP., d/b/a DUTCH SPRINGS, the owners, operators and sponsors of the premises and its officials and all other participants in those activities of and from all claims, demands, actions, causes of action of any sort, in law or equity, arising from any injury, including death, sustained by the said child or children or their property during, their presence and/or participation in activities upon the premise.

IN CONSIDERATION for the permission granted to me to enter the premises and utilize same in such activities, I, for myself, my Heirs, administrators, executors, successors and assigns, release, remise, and forever discharge 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, for injury sustained to my person and/or property arising during or from my presence on the premises.

The UNDERSIGNED intends by this Release to waive all claims for negligence, products liability, and/or breach of warranty against DUTCH SPRINGS, including claims for personal injury to the child or children or damage to the property of the child(ren) or the undersigned whether or not it is based on the sole negligence of DUTCH SPRINGS, it agents or its employees. This Release shall cover and include all areas, activities and acts, rental and/or use of equipment, if applicable, within the premises, including but not limited to, all recreational endeavors, activity in the AQUAPARK, 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.

The UNDERSIGNED acknowledges that there are no lifeguards on duty, except within the AQUAPARK area, and by execution of this Release and Waiver and permitting entry upon the premises by the child or children, assumes all risk on behalf on the child or children. The undersigned represents and certifies that all participation in SKIN and/or SCUBA DIVING by the child or children is under the supervision of a qualified SCUBA instructor

The UNDERSIGNED agrees to indemnify and hold harmless DUTCH SPRINGS from any and all causes of action at law or in Equity that they, any personal representatives, and my heirs, executors, administrators, successors or assigns, may have against DUTCH SPRINGS and UNERSIGNED agrees to pay all costs of such action, including but not limited to attorney's fees incurred by DUTCH SPRINGS in the defense of same.

The UNDERSIGNED certifies that: 1) The signature on this Release is voluntary; 2) They are the parent and/or guardian of the Child or children they are signing for ; and, 3) They have had the opportunity to inspect the premises and are satisfied with its condition, are aware of any hazards which may be in existence thereon and have assumed all risk associated therewith

I AGREE that this Release shall be continuing in nature for subsequent visits during the calendar year set for below 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. 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: _____