

WAIVER, RELEASE & IDEMNIFICATION

Waiver & Release: The undersigned, in consideration of being permitted to use the facilities at Roystone Hot Springs, including but not limited to the pool, hot tub, picnic area, party room, and RV park (the "Facilities"), does irrevocably, personally and for his or her heirs, assigns and legal representatives, release and waive any and all past, present or future claims, demands, and causes of action which the undersigned now has or may in the future have against Geothermal Investment corporation ("GIC") {dba "Roystone Hot Springs"}, its' members, directors, administrator, representatives, officers, agents, employees, and assign, and each of them {herein jointly and severally referred to as "Releasees"}, for any and all past, present or future loss of or damage to property, and/or bodily injury, including death, however caused, resulting from, arising out of or in any way connected with his/her participation in or use of the Facilities.

_____ **RELEASE FOR MINOR{S}:** By initialing this line, the undersigned Adult hereby expressly acknowledges that it is executing this Waiver & Release, per the above provision, for any and all claims on its' own behalf and/or for any and all claims by or on behalf the minor child/ren, listed below, for whom it has legal authority to act:

Name: _____; DOB: _____ Name: _____; DOB: _____

Name: _____; DOB: _____ Name: _____; DOB: _____

Name: _____; DOB: _____ Name: _____; DOB: _____

Name: _____; DOB: _____ Name: _____; DOB: _____

Hold Harmless/Idemnity: The undersigned agrees to defend, indemnify and hold harmless the Releasees and each of them from any loss, liability, damage or cost she/he might incur due to her/his participation in or use of the Facilities as well as any loss, liability, damage or cost others in his/her Group {including Minors} might incur due to their participation in or use of the Facilities whether caused by the negligence of the Releasees or otherwise. The under signed further covenant not to cause any action at law or in equity to be brought or permit such to be brought in his or her behalf, either directly or indirectly, on account of loss or damage to property and/or bodily injury, including death, against the Releasees, resulting from, or arising out of, or in any way connected with any claims, demands, and causes of action which now or in the future may be asserted against the Releasees arising out of or by reason of his/her use of the Facilities or the use of the Facilities by members of his/her Group {including Minors}, including any injury, loss or damage that might occur at any place in connection therewith.

Assumption of Risk: The undersigned further states and affirms that he/she is aware of the fact that the aforesaid use of Facilities, even under the safest conditions possible, may be hazardous, that he/she assumes the risks of any and all loss or of damage to property and/or bodily injury, including death, however caused, resulting out of or in any way connected with his/her use of the Facilities or the use of the Facilities by members of his/her Group {including Minors}; that he/she is of legal age and is competent to sign this Waiver of Claims and Release of Liability; and that he/she has read and understands all of the provisions herein contained.

Risks include but are not limited to the following:

- Bodily injury and even death
- Illness
- Property damage

DURATION: This Waiver, Release & Indemnification is perpetual and applies to all uses of the Facilities by the undersigned and/or the minor children listed herein from and including the date signed.

PRINTED NAME: _____ DOB: _____

SIGNED: _____ DATE: _____