Rev 4/05

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

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

PLEASE PRINT:

Child's Name Age

Name of Parent/Guardian

Address

City, State, Zip Code

IF MINOR IS A CERTIFIED DIVER:

Certifying Agency

Certification Date

Card ID Number

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 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, its 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, activity in or on SKY CHALLENGE, 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 the utilization of the premises by the child or children for whatever purposes is with my knowledge and permission and is purely at their risk and agrees that there have been no warranties made, either expressed or implied concerning such utilization.

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 risks on behalf of 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, as parent or guardian, and any personal representatives, including without limitation any other parent or guardian of said child or children, and the heirs, executors, administrators, successors or assigns of said child or children or owner of property, may have against DUTCH SPRINGS and UNDERSIGNED 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 an 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 risks associated therewith.

I AGREE that this Release shall be continuing in nature for subsequent visits during the calendar year set forth 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 AMENEDED OR MODIFIED OR ANY OF ITS PROVISIONS WAIVED, UNLESS IN WRITING AND SIGNED BY THE DULY AUTHORIZED REPRESENTATVIES OF BOTH PARTIES.

Date_____ Signature of Parent/Guardian_____