

## LITTLE BEAR BOTTOMS RELEASE

I (or if I am under the age of 18, my parent or legal guardian) understand that riding on the **Little Bear Bottoms Water Slide** or participating in any other activities at **Little Bear Bottoms** (referred to herein as the "Activities") is inherently dangerous. I understand that it is not the function of **PJ'z LLC, Lawnscape, Inc. DBA Little Bear Bottoms**, their subsidiaries and/or affiliates, employees or individuals connected with them to serve as guardians of my safety.

I acknowledge that I have reviewed the posted information regarding the Activities, including: 1) the nature of the ride, 2) factors that would assist me in determining whether I should participate in the Activities, and 3) rules concerning the conduct of the Activities. When participating in the Activities, I certify that I will obey all instructions given either verbally or in writing.

I understand that accidents, injury, illness, or death can arise in conjunction with my participation in the Activities. I further understand that there are inherent risks associated with the Activities which include but are not limited to, accidents with injury; illness or death in remote places without medical facilities; forces of nature, slick or uneven walking surfaces; changing weather conditions; mechanical and equipment failure; hazards and obstacles, whether obvious or not, and whether manmade or not (together, the "Risks").

In consideration for being given permission to participate in the Activities, I hereby personally assume all risks in connection with the Activities, including but not limited to those Risks referred to above.

**I further agree to forever release, discharge, waive, save and hold harmless and indemnify PJ'z LLC, Lawnscape, Inc. DBA Little Bear Bottoms, employees, affiliates, officers, directors, owners, agents, partners and representatives (together, the "Released Parties") from any and all claims, liabilities, damages, losses, demands, actions, causes of action, costs and expenses, including attorneys' fees and medical expenses, of whatever kind or nature, whether in law or in equity, in contract or in tort, known or unknown, foreseeable**

**or unforeseeable, arising from or relating to any bodily injuries, death or property damage asserted by others, by me or my estate, executors, heirs, or assigns arising from my participation in the Activities (individually and together, a "Claim").**

I warrant that I am in good physical condition and know of no medical or health reasons why I should not participate in the Activities.

I further agree to report in writing to **Little Bear Bottoms** any injury sustained while engaged in the Activities before leaving the premises if at all possible, and will include in such a report the name, address, and phone number of the injured person (or, if the injured person is a minor, the name, address and the phone number of the parent or guardian filing the report); and a brief description of the incident causing the injury, including the location, date, and time of injury.

I further state that I am of lawful age and legally competent to sign this Release. I understand that the terms of this document are contractual and not a mere recital and I have signed this document as my own free and voluntary act. **A PARENT OR LEGAL GUARDIAN MUST ALSO SIGN THIS RELEASE FOR ALL PERSONS UNDER THE AGE OF 18.**

If I am a parent or legal guardian accompanying a minor child, I hereby execute this release on behalf of said minor child and agree to indemnify and save the Released Parties, and each of them, harmless from any and every Claim made by said minor child (whether while a minor or after reaching the age of majority) or any person on behalf of said minor child against, or incurred as a result thereof by, the Released Parties, or any of them as a result of said minor child's participation in the Activities. Such parent or legal guardian states that this document is binding upon the heirs, administrators, executors, successors and assigns of the undersigned. I hereby agree that any claim against the Released Parties shall be governed by Utah law. If any portion of this agreement is deemed unenforceable, the remainder shall be given full force and effect.

### Participant(s) 18 and over:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Name(s) of Participant(s) under the age of 18:

\_\_\_\_\_  
\_\_\_\_\_

### **Signature of Parent or Legal Guardian signing for Participant(s) under the age of 18:**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_