

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND  
INDEMNITY AGREEMENT**

PLEASE READ THIS FORM CAREFULLY. BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ AND FULLY UNDERSTAND ITS CONTENTS AND WARNINGS SET FORTH THEREIN AND THAT IN RETURN FOR GRAND SIERRA RESORT ALLOWING YOU TO ACCESS AND USE ITS FACILITIES AND SERVICES, (AS MORE PARTICULARLY SET FORTH HEREIN), YOU ARE WAIVING AND RELEASING ALL CLAIMS FOR INJURIES AND PROPERTY DAMAGE YOU MIGHT SUSTAIN ARISING OUT OF YOUR USE OF GRAND SIERRA RESORT'S FACILITIES AND SERVICES.

I UNDERSTAND AND I AM AWARE THAT ACCESS TO AND USE OF THE GRAND SIERRA RESORT FACILITIES AND SERVICES, INCLUDING BUT NOT LIMITED TO, THE SPA, FITNESS CENTER, BOWLING CENTER, POOL, ICE RINK AND ULTIMATE RUSH SWING, ("FACILITIES AND SERVICES" OR "ACTIVITY" OR "ACTIVITIES") ARE POTENTIALLY HAZARDOUS ACTIVITIES. I ALSO UNDERSTAND AND ACKNOWLEDGE THAT USE OF THE FACILITIES AND SERVICES INVOLVE A RISK OF INJURY AND EVEN DEATH AND THAT I AM VOLUNTARILY ELECTING TO USE THESE FACILITIES AND SERVICES AND PARTICIPATE IN THESE ACTIVITIES AND USE THE SAME WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ASSUME ANY AND ALL RISK OF INJURY, DEATH OR DAMAGE INHERENT IN MY USE OF THE FACILITIES AND SERVICES AND ACTIVITIES.

I, \_\_\_\_\_, (or my legal parent or guardian who is signing this document on my behalf), acknowledge that I may elect to use the Facilities and Services and engage in Activities at the Grand Sierra Resort, ("GSR"), including but not limited to, the Spa, Fitness Center, Bowling Center, Pool, Ice Rink, and/or Ultimate Rush Swing. I acknowledge and agree that my engaging in the Activity may involve certain risks, including but not limited to: 1. The possibility of injuries or damages resulting from inherent risks related to the Activity. 2. The risk of injuries resulting from drowning, tripping, slipping or falling on or over obstacles or slippery surfaces or from malfunctioning or improper use of equipment. 3. The risk of injuries resulting from over-exertion. 4. The risk of injuries resulting from the negligence of others, and 4. The risk of other injuries resulting from my use of and my participation in any of the Activities. • I recognize and fully understand that the above list is not a complete or exhaustive list of all possible risks; the list only provides examples of types of risks that I am assuming. In exchange for the GSR allowing me to utilize the Facilities and Services and engage in one or more of the Activities, I hereby agree to the conditions below. I am voluntarily and knowingly participating in any and all Activities during my stay at GSR with full knowledge of the risks, including potential injuries, damages or risks that are not listed above but are a foreseeable consequence when viewing the Activity as a whole, including the conduct of other participants. I fully intend and choose to give up, and upon my signing of this document, do hereby give up, the legal rights as stated below:

1. I WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the GSR, its owners, directors, officers, employees, attorneys, insurers, brokers, principals, contractors, agents, or representatives (hereinafter collectively referred to as "GSR") relating, in any manner, to my use of the Facilities and Services and/or engaging in any Activities at the GSR .

2. I RELEASE GSR from any and all liability for any loss, damage, injury, expense, or other cost that I may suffer or that my parent, guardian and next of kin may suffer in connection with my use of the Facilities and Services or my engaging in any Activity at GSR.

3. I AGREE TO RELEASE, HOLD HARMLESS AND INDEMNIFY GSR from any and all claims for injury or damages that may arise from and which is related to my use of the Facilities and Services or engagement and participation in the Activity or my use of equipment, lounges, cabanas, chairs, umbrellas, shoes or skates provided by GSR for use in the Activity. In the event this release is determined by a Court of Law or other appropriate tribunal having jurisdiction, to be unenforceable in whole or in part, then I hereby release GSR from all claims, related to my use of the Facilities and Services or engagement in one or more of the Activities other than claims based upon the sole and exclusive negligence of GSR. I acknowledge and agree that I am solely responsible for my safe and responsible participation in the Activity.

4. I AGREE AND ACKNOWLEDGE THAT THIS WAIVER AND RELEASE AGREEMENT is fully effective and binding upon my signing and shall be binding upon both me and my heirs, next of kin, executors, administrators, assigns or anyone else authorized to act on my behalf or on behalf of my estate.

**I have read and understand this document. I am aware that by signing this document, I am waiving certain legal rights that I may have against GSR, and I fully agree to do so. I also acknowledge that should I be doing anything considered by GSR to be inappropriate or disorderly, or disruptive while using the Facilities and Services or engaging in one or more Activities, GSR has the right to instruct me to leave and curtail my use of those Facilities, Services and Activities.**

Name of Guest (printed): \_\_\_\_\_

Signature of Guest: \_\_\_\_\_

Signature of Parent/Guardian (on behalf of minor children): \_\_\_\_\_

Date: \_\_\_\_\_

Address & Phone Number: \_\_\_\_\_

Emergency Contact name and phone number: \_\_\_\_\_

OFFICIAL USE ONLY

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

