

ASSUMPTION OF RISK, RELEASE AND INDEMNITY

The use of the facilities at Hidden Paradise Campground naturally involves the risk of injury or death, whether the undersigned or someone else causes it. As such, the undersigned agrees that he or she understands and voluntarily accepts this risk and agrees that Harvest Time d/b/a Hidden Paradise Campground, and any of their affiliated entities or successors or any officer, director, member, agent, servant or employee of the aforesaid (hereinafter collectively "HPC") will not be liable for any injury or death, including and without limitation, personal, bodily or mental injury, economic loss or any physical or property damage to the undersigned, the undersigned's spouse, the undersigned's children, guest or relative (hereinafter collectively "GUEST") resulting from Guests' use of the facilities, including without limitation, as a result of the negligence of HPC or anyone else using the facilities. If there is any claim by anyone based on any injury, death, loss, or damage described herein, which involves the GUEST, the undersigned agrees to (a) defend HPC against such claims and pay HPC for all expenses relating to the claim including, but not limited to, any and all attorney's fees, and (b) indemnify HPC for all obligations resulting from such claims. This document shall be construed and enforced in accordance with the laws of the State of Indiana. Any action at law, suit in equity, or other jurisdictional proceeding arising in connection with this document shall be instituted only in the courts of Decatur County, Indiana.

WAIVER OF LIABILITY

The GUEST agrees to release from all liability, discharge and promise not to take legal action against (i) HPC; (ii) any other guest, visitor or person present or using the facilities or equipment of HPC; (iii) any designers, manufacturers or installers of the facilities or equipment of HPC including but not limited to activities on and around Hidden Paradise Campground, Dream Lake and The Flat Rock River for any and all harm or damage to the GUEST in connection with GUEST'S use of any HPC facilities or equipment including but not limited to or in connection with any activities sponsored by HPC whether or not such activities take place outside of any premises owned or operated by HPC. This Agreement releases HPC from any liability to GUEST, their heirs, next of kin, assigns or personal representatives for any losses or damages or claims or demand arising out of GUEST'S personal injuries, damage to property or GUEST'S death, even if HPC's individual or collective negligence contributes to such personal injury, damage or death. The undersigned hereby waives any and all claims or actions that may arise against HPC, its owners, directors, employees or volunteers as a result of any such injury to any such person. Such risks include, but are not limited to:

1. Injuries or death resulting from the negligence of the owners, operators, employees, or volunteer assistants of HPC; or the negligence of guests, visitors or persons who may be present at HPC; or the negligence of any designers, manufacturers or installers of the facilities or equipment of HPC; or the negligence of the landlord of HPC;
2. Injuries or death resulting from the failure or negligent misuse, by me or by others, of the facilities or equipment of HPC;
3. Injuries or death resulting from slips, trips, falls or other such accidents that occur while using the facilities or equipment of HPC, or which may be caused by other persons' use of the facilities or equipment of HPC;
4. Injuries or death resulting from participating in and/or using equipment in connection with activities sponsored by HPC which may take place outside of any premises owned or operated by HPC;
5. Injuries or death that occur from the negligence or lack of adequate training of those volunteers, agents or employees of HPC or death who seek to assist with medical or other help either before or after injuries have occurred.

The GUEST freely and voluntarily assumes complete personal responsibility for these risks and for the injuries or death that may occur as a result of these risks, even if such injuries or death occur in a manner that is not foreseeable at the time this Agreement is signed and will remain in affect for any and all subsequent visits to HPC.

GUEST UNDERSTANDS AND ACKNOWLEDGES THAT SCUBA ACTIVITIES, SWIMMING AND/OR FLOATATION ACTIVITIES HAVE INHERENT DANGERS AND/OR RISKS THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION, OR EXPERTISE CAN ELIMINATE AND GUEST EXPRESSLY AND VOLUNTARILY ASSUMES ALL RISK OF PERSONAL INJURY OR DEATH, WHETHER FORSEEABLE OR NOT, SUSTAINED IN CONNECTION WITH PARTICIPATION ON THE WATER ACTIVITIES BY SIGNING BELOW, THE GUEST ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT THOROUGHLY AND UNDERSTANDS AND ACCEPTS THE TERMS CONTAINED HEREIN AND THAT NO ORAL REPRESENTATIONS OR STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO GUEST THAT CHANGE, ALTER OR MODIFY ANYTHING WITHIN THE WRITTEN AGREEMENT. BY SIGNING BELOW THE UNDERSIGNED REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO SIGN THIS WRITTEN AGREEMENT AND INDEMNIFY AND HOLD HARMLESS HPC ON BEHALF OF ALL INDIVIDUALS WHOSE LEGAL RIGHTS THIS AGREEMENT CONTEMPLATES TO WAIVE. IN THE EVENT ANY PORTION HEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

Signature of Adult Signature of Adult
(If participant under 18, Parent/Legal Guardian's signature)

Print Name

Date

Print Name

Date

If under 18
Please print
All names

UNATTENDED CHILDREN: Parents / Guardians signing the waiver for children under 18 years of age and leaving children unattended must supply a contact number for emergency situations.

Contact Name

Relationship

Phone Number