



## Liability Waiver and Guidelines Agreement

This Release, Waiver of Liability, Indemnity and Hold Harmless and Assumption of Risk Agreement is made by and between the undersigned (Patron) and Maple Grove Wellness LLC, a privately owned Idaho Hot Springs and Retreat Center. Maple Grove Wellness LLC, also known as Maple Grove Hot Springs is a recreational health facility which provides outdoor mineral ponds and/or tubs, fresh water river access, hiking, outdoor recreation, and overnight accommodations.

The setting and environment at Maple Grove Hot Springs is a natural one with the hazards associated with such an environment, such as, but not limited to, slippery surfaces, low light, hot water, changes in water temperature, ice on sidewalks, hidden obstacles, electrical storms (lightning), etc. Patron willingly accepts full responsibilities for the inherent risks identified herein as well as risks not specifically identified. Swim at your own risk. No lifeguard is on duty.

Use of hot tubs, hot pools, and river access may be dangerous to certain individuals with chronic health problems, pregnant women and persons taking certain prescription medications or intoxicants; these persons should consult with their physicians before using the facilities of Maple Grove Hot Springs

All Patrons are advised that caution should be used when using the facilities, as the heated water may affect some Patron's stability and equilibrium.

Patron desires to use the facilities of Maple Grove Hot Springs with full knowledge of the inherent risks and dangers of the physical injuries or death that could result therefrom and hereby willingly agrees to assume the risk of, and responsibility for, any such injury and/or death to Patron, Patron's children or other children accompanying Patron who are under the age of 18 years using the Maple Grove Hot Springs

Therefore, the Patron, in consideration of being permitted to use the facilities of Maple Grove Hot Springs, hereby waives all claims for all incidental or consequential damages, losses or injuries to Patron, to Patron's children and to any children under the age of 18 years accompanying Patron, and to Patron's property for any reason, including any act or failure to act by Maple Grove Hot Springs, its owners, guests, managers, staff, employees or other patrons.

Patron further agrees to defend, indemnify and hold harmless Maple Grove Hot Springs and all of their officers, shareholders, directors, agents, and employees for any injury or death caused by or resulting from Patron, Patron's children or other children under the age of 18 years accompanying Patron participating in the activities associated with Maple Grove Hot Springs whether such claim for injury or death is based on negligence, breach of contract, strict liability or any other cause. The Patron will submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Franklin County, Idaho.

This waiver shall act to limit the duty of care owed by Maple Grove Hot Springs to Patron, Patron's children and other children under the age of 18 years accompanying Patron using the Maple Grove Hot Springs facility. Patron assumes the risk of all dangerous conditions in and around the premises and waives any and all specific notice of the existence of such conditions.

Patron agrees to abide by all center guidelines, norms, rules and expectations as posted online or onsite. Failure to do so subjects Patron to the potential removal from the premise without refund and future denial of entry.

This agreement shall be legally binding upon Patron, Patron's heirs, Patron's estate, Patron's assigns, legal guardians, and Patron's personal representatives.