

ASSUMPTION OF RISK AND WAIVER OF RIGHTS

BY SIGNING THIS DOCUMENT I HEREBY WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE [SWAN HILL BED AND BREAKFAST LLC], or any employee, representative, or member (“Sponsor”).

Activity: [Vacation activity including but not limited to cooking, hiking, rafting, kayaking, paddle-boating, paddle-boarding, yoga, fire pits, swimming, accommodation and transportation (including to, from, or on the Sponsor’s premises)]

I desire to participate in the activity described above (the "Activity"), including, without limitation, to be a passenger in any vehicle, whether the vehicle is owned by Sponsor, me or any other party, or otherwise enter any area where the Activity takes place, or to observe or otherwise participate in or in any other way be involved for any purpose with the Activity. In consideration of being permitted to participate in the Activity, I hereby agree to all the terms of this Release of Liability and Waiver of Rights (this "Release and Waiver"), including all the covenants and agreements listed on the reverse side or second page of this form.

This Release and Waiver shall be binding upon and enforceable against me, my personal representatives, spouse, assigns, heirs and next of kin without limitation. It is my desire and intent that the words, terms, provisions, covenants, and remedies contained in this Release and Waiver shall be enforceable to the fullest extent permitted by Applicable Law. If any portion of this Release and Waiver is held invalid, the remainder shall not be affected and shall continue in full legal force and effect. That shall include modifying the Release and Waiver to allow any remaining claims to be waived, released, and indemnified against in the event that the inclusion of any particular provision is found to be invalid or contrary to public policy. The terms of this Release and Waiver shall continue from this date forever. This document constitutes the entire agreement between Sponsor and me and supersedes any previous or contemporaneous discussions or agreements between us in respect of these matters.

I specifically acknowledge and agree that this document is not intended to be a general release subject to limitations and conditions that would otherwise apply under applicable state laws, ordinances, statutes, rules and regulations (collectively, "Applicable Law"), and additionally agree to WAIVE ANY AND ALL GENERAL RELEASE LIMITATIONS PROVIDED BY APPLICABLE LAW OR ANY RIGHTS GRANTED TO ME UNDER APPLICABLE LAW. This Release and Waiver shall be construed and interpreted as broadly as possible under the Applicable Law of the jurisdiction in which the Activity takes place.

PERSONAL INFORMATION

Name: _____ Date of Birth: _____

Address: _____

Phone: _____

Emergency Contact and Phone: _____

I HAVE READ THIS RELEASE AND WAIVER (INCLUDING THE COVENANTS AND AGREEMENTS ON THE REVERSE SIDE), FULLY UNDERSTAND ALL THE TERMS, UNDERSTAND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS BY

SIGNING BELOW, AND HAVE SIGNED THIS RELEASE (INCLUDING THE “COVENANTS AND AGREEMENTS” FORM) FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE OF ANY NATURE BEING MADE TO ME.

I HEREBY WARRANT THE TRUTH OF THE ABOVE STATEMENTS AND I DECLARE THAT I HAVE NOT WITHHELD ANY INFORMATION THAT WOULD INFLUENCE THE DECISION OF SPONSOR IN ALLOWING ME TO PARTICIPATE IN THE ACTIVITY.

Signature: _____ Date: _____

COVENANTS AND AGREEMENTS

I hereby irrevocably and unconditionally agree for myself, my personal representatives, my heirs, next-of-kin, insurers, successors and assigns, as follows:

1. **ASSUMPTION OF RISK.** My choice to participate in the Activity (named on the front side or first page of this document) is knowing, voluntary, and made for my personal enjoyment. I understand that participation in the Activity involves inherent risks and dangers of accidents, rescue operations, emergency treatment, property loss or damage, serious personal and bodily injury, death, and severe personal and economic losses. These may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, or the condition of the facilities, equipment or vehicles. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered the risks involved, and I voluntarily and freely choose to assume these risks.

2. **RELEASE FROM LIABILITY.** I fully and forever release and discharge Sponsor and its respective affiliates, directors, officers, shareholders, employees, agents, and insurers, and all others involved in the Activity (collectively referred to in this Release and Waiver as "Sponsor") from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in the Activity, even if it is due to the negligence, injudicious act, omission or other fault of Sponsor.

3. **INDEMNITY.** I will defend, indemnify, hold harmless and reimburse Sponsor from and for all damages, losses, costs, or expenses (including legal fees) incurred by Sponsor or paid by them to any person (including me or my insurers) in respect of any accident, injury (including death), loss, or property damage, however caused resulting from, arising out of, or otherwise in connection with my participation in the Activity. I will reimburse Sponsor if anyone makes a claim against Sponsor in connection with my participation in the Activity, including, without limitation, any accident I may be involved in or any injury, loss, damage to me, other parties or property however caused.

4. **COVENANT NOT TO SUE.** I will not initiate any claim, lawsuit, court action or other legal proceeding or demand against Sponsor, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me, other parties or my (or others') property in connection with my participation in the Activity, and I waive any right I may have to do so. This means that I cannot sue to hold Sponsor responsible for any injury, loss, or damage sustained by me, other parties or my (or others') property in connection with the Activity, even if it is due to the negligence, injudicious act, omission or other fault of Sponsor. I waive my insurers' right to make a claim against Sponsor based on payments by insurers to me or on my behalf for any reason. This means my insurers have no rights of subrogation against Sponsor.

5. **MEDICAL EXPENSES.** I hereby consent to receive medical treatment which may be deemed necessary in the event of any illness, accident or injury or medical emergency resulting from or in connection with my participation in the Activity and understand that I am solely responsible for all costs related to such medical treatment, medical transportation and/or evacuation.

6. **REPRESENTATIONS.** I am over 21 years of age. I am in good health, in proper physical condition, and I do not have any medical or other conditions that would impair my ability to ride in a vehicle or

otherwise participate in the activity. If at any time I believe conditions to be unsafe or that I am no longer in proper physical condition to participate in the Activity, I will immediately discontinue further participation in the Activity.

7. COVENANTS. I will follow any and all instructions, recommendations and cautions of Sponsor at all times during the Activity. I will comply with all Applicable Laws while participating in the Activity. I will not be a passenger in any vehicle at the Activity while under the influence of any alcohol or illegal drug, or any intoxicant, narcotic, prescription medicine, or other drug which would impair my ability to ride in a vehicle.

8. PUBLICITY. I hereby grant Sponsor, without limitation, the right to use my name and likeness in connection with the Activity for any publicity without further compensation or permission.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THE COVENANTS AND AGREEMENTS AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE SPONSOR.

Signature: _____ Date: _____