



CHENA HOT SPRINGS RESORT, LLC

Rental Application and Waiver/Indemnity Agreement for Injuries Arising from Recreational Activities

This waiver must be signed by the customer when scheduling and paying for any activities.

NAME _____ PHONE # _____

ADDRESS _____ DATE _____

_____ HOTEL RM. # _____

DATES VISITING: FROM _____ TO _____

I, the undersigned user (or my child if a minor), acknowledge that any and all activities relating to:

- | | | | |
|----------------------------|-----------------------------|----------------------|--------------------------|
| Aircraft / Helicopter Ride | Dog Sled Ride / Kennel Tour | Ice Skating | Snow Coach Ride |
| Bicycle Riding | Hay Ride / Sleigh Ride | Massage | Snowmachine Ride |
| Canoeing / Rafting | Horseback Riding | ATV ride | Snow Shoeing |
| Cross Country Skiing | Ice Fishing | Hot Springs and Pool | Miscellaneous Activities |

have inherent risks and dangers, including injuries from falling, slipping, crashing, icy conditions, inexperience, erratic or aggressive animal behavior, equipment failure, hypothermia, exhaustion, contagious diseases and multiple other risks. I hereby release, after having read and understood this Waiver / Release / Indemnity Agreement, and agree to upon demand hold harmless Chena Hot Springs, LLC (hereafter Chena), its owners, lessees, officers, directors, employees and concessionaires from any and all liability, loss, claims and demands that may accrue from any loss, damage or injury (including death, bodily injury or property damage) to me in any way resulting from or arising in connection with the above-described recreational activities, including walking to and from the activity. I understand the potential risk and dangers to myself and property while participating or engaging in such recreational activities and voluntarily agree to assume the sole risk and responsibility for any loss, damage or injury (including death, bodily injury or property damage) to myself and my property from any cause whatsoever preparing for, getting to, or engaging in the above-referenced recreational activities.

I further acknowledge that before signing this Release of Liability, assumption of risk or any other provision referenced in this document, I have full information about the risks inherent in the recreational activities described. Chena and its concessionaires do not warrant the condition or fitness for purpose of any athletic equipment or the skill or experience level of the user to engage in such activity. Chena and its concessionaires do not have information relative to the condition of the user's own personal equipment that may be utilized by user in engaging in such recreational activities.

Any concern by user over the experience level that they may require to safely engage in such activities should cause user to first speak to an expert in such recreational activities. Chena, its owners, employees and concessionaires are not experienced in matters relating to such recreational activities. If the user has any concern relative to the experience required to safely engage in such recreational activity, then the user should not participate in the above-described recreational activity at Chena.

I also specifically agree to release and hold Chena and its concessionaires harmless for death, personal injury or property damage arising wholly or partially due to the NEGLIGENCE of Chena, their agents, employees or concessionaires even if this NEGLIGENCE is UNRELATED to the inherent risks of the above-referenced activities.

I acknowledge that I have rented the items listed above and understand that I am financially liable for any loss or theft of the rented equipment for FULL RETAIL VALUE. "Loss" is defined as failure to return the rented item or to return it in such condition so as to render its restoration or re-use impossible.

I understand that I am liable for all damage to rental equipment, for any reason whatsoever, with the amount of said damage to be determined by Chena or its concessionaires. I further understand that my deposit ensures the proper return of the rented items and if said items are not properly returned, Chena or its concessionaires may utilize said deposit as partial payment for the value of unreturned or improperly returned items. Should I not return said equipment on the proper date as agreed, the rental rate will continue from day to day at the specified rate, until returned.

This agreement is valid at any time the undersigned participates in any activities offered by Chena . THIS AGREEMENT MAY NOT BE MODIFIED ORALLY.

ACKNOWLEDGEMENT: I have read the foregoing information, understand its contents and agree to all terms and conditions. I specifically agree and understand the provisions relative to my complete acceptance of all liability for personal injury, death or property damage that could occur upon engaging in said recreational pursuits, EVEN IF NOT INHERENT RISKS OF THE ACTIVITY AND CAUSED BY THE NEGLIGENCE OF CHENA. By initialing here , I hereby acknowledge that I have read and understand Chena's activity Cancellation Policy and will abide by this policy from this point forward in time for the scheduled activity.

DATE: _____ BY: _____
Signature / Signature of Parent or Guardian if under 18 years of age 5/22/23 NM