

**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT FOR  
LAVA HOT SPRINGS DIVING PLATFORM FACILITIES** (Click PRINT on your browser bar)

In consideration of being permitted to enter the facilities of the Lava Hot Springs Foundation for any purpose, including but not limited to observation, use of the diving platform facilities or equipment, or in any manner, the undersigned, for himself or herself and any personal representatives and heirs, hereby acknowledges, agrees and represents that he or she has or immediately upon entering any facility will inspect the premises of such facility. It is further warranted that such entry into the facility for observation or use of any such facility and its equipment shall constitute an acknowledgment that such facility and the equipment therein have been inspected and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation or use. The undersigned further acknowledges that he or she is aware of the inherent dangers and of the basic safety rules for all the activities conducted within or upon the Lava Hot Springs Foundation diving platform facilities.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE FACILITIES OF THE LAVA HOT SPRINGS FOUNDATION FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF THE FACILITY OR ITS EQUIPMENT IN ANY WAY, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING: 1. The undersigned hereby releases, waives, discharges and covenants not to institute or prosecute any lawsuit against the State of Idaho, the Lava Hot Springs Foundation, or any of their agencies, departments, officers, employees, members or agents from all liability to the undersigned for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in the death of the undersigned, whether caused by the negligence of the Lava Hot Springs Foundation or otherwise, while the undersigned is in, upon, about or using the diving platform facilities or equipment of the Foundation.

2. The undersigned hereby agrees to indemnify and save and hold harmless the State of Idaho, the Lava Hot Springs Foundation, or any of their agencies, departments, officers, employees, members or agents from any loss, liability, damage or cost the Lava Hot Springs Foundation may incur due to the presence of the undersigned while the undersigned is in, upon, about or using the diving platform facilities or equipment of the Foundation whether caused by the negligence of the Lava Hot Springs Foundation or otherwise.

3. The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of the Lava Hot Springs Foundation or otherwise while in, about, or upon the premises of - the Lava Hot Springs Foundation for the purpose of using any diving platform facilities or equipment thereon.

The undersigned further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Idaho and that if any portion thereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no representations, statements or inducements apart from the foregoing written statement have been made.

THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT SHALL BE EFFECTIVE FOR THE PERIOD OF: \_\_\_\_\_

**[NOTICE: IN NO EVENT CAN THE EFFECTIVE PERIOD OF THIS RELEASE EXCEED SEVEN (7) CONSECUTIVE CALENDAR DAYS.]**

IN WITNESS WHEREOF, I have executed this liability release and waiver.

Signature of Participant \_\_\_\_\_

\_\_\_\_\_  
Date of Birth of Participant

Name (Please Print) \_\_\_\_\_

Date \_\_\_\_\_

I, the undersigned, as parent or guardian of the above participant, hereby knowingly and voluntarily execute this liability release and waiver with the intent of affirming and making effective all representations made herein by the participant. I have fully informed myself of the contents of this liability release and waiver and consent to the same and on behalf of myself as well as in my authority as the parent or guardian of the above-named participant.

Signature of Parent or Guardian \_\_\_\_\_

Name (Please print) \_\_\_\_\_

Date \_\_\_\_\_