

**RELEASE OF ALL CLAIMS
FOR LAKE USERS AND WATER SKIERS
ONE FORM REQUIRED FOR EACH GUEST**

Association rules

Spring Mountain Ski Ranch

I, the undersigned,

Printed Guest Name	
Mailing Address	
City, State, Zip	

Homeowner Name	Bruce and Janet Bosley
Lot Number	16
Mailing Address	
City, State, Zip	

and I do hereby agree, certify and promise as follows:

1. I understand that lake usage and the sport of waterskiing are inherently dangerous and I knowingly and voluntarily assume all risks inherent thereto, including, but not limited to, the risks of injury or drowning, of striking submerged, floating or fixed objects, including the lake bottom or shoreline, the risk of striking or being struck by tow boats or other boats, the risks of equipment failure, both mine and that supplied by others, and other unspecified risks including, but not limited to any claims relating to the design or operation of the lake or ski facilities.
2. For good and valuable consideration received, including the use of the lake, and the lands and facilities surrounding it in Maricopa County, Arizona I expressly release and discharge the Spring Mountain Ski Ranch Homeowners Association, the Spring Mountain Ski Ranch Ski Club, and all of their respective officers, directors, shareholders, members, employees, agents, homeowners and committees from any liability whatsoever they may owe to myself, and my heirs or assigns resulting in any way from the ownership or operation of this lake, or the surrounding lands or of any improvement or instrumentality thereon because of injury of any kind whatsoever to me or to others or damage to my property or to the property of others caused by any reason whatsoever including, but not limited to, acts or omissions constituting negligence by myself, Spring Mountain Ski Ranch Ski Club or any other person or party whatsoever. **I SPECIFICALLY UNDERSTAND THAT THIS RELEASE RELEASES SPRING MOUNTAIN SKI RANCH ITS OFFICERS, AGENTS, COMMITTEE MEMBERS AND EMPLOYEES, SPRING MOUNTAIN SKI RANCH SKI CLUB, ITS OFFICERS, AGENTS, EMPLOYEES AND THE DEVELOPER, BUILDER OR DESIGNER OF THE LAKE AND SKI FACILITIES FROM CLAIMS FOR DAMAGES CAUSED TO MYSELF OR MY PROPERTY INCLUDING, BUT NOT LIMITED TO, DAMAGES CAUSED BY THE EXPRESS NEGLIGENCE AND THE OWNERSHIP OR OPERATION OF THE LAKE OR SKI FACILITIES, OR ANY PRODUCT LIABILITY, DESIGN DEFECT OR OTHER CLAIM ARISING OUT OF THE OPERATION AND OWNERSHIP OF THE LAKE BY SPRING MOUNTAIN SKI RANCH, THE SPRING MOUNTAIN SKI RANCH SKI CLUB, THE DEVELOPER OR DESIGNER OF THE LAKE OR WATER SPORTS FACILITIES.**
3. I further covenant not to sue or bring any legal or equitable action against everyone listed in paragraph 2 above, for any reason whatsoever, including any negligence, which might stem from the ownership or operation of the lake and/or premises or my participation in any activity thereon, and I expressly waive any legal or equitable claim that I might have thereby arising.
4. I further specifically agree to hold harmless and indemnify anyone listed in paragraph 2 above, for any loss they may suffer, including, but not limited, to any settlement or final judgment, including costs and attorney fees, arising out of any injury of any kind whatsoever to myself or to the others or damage to my property or to the property of the others on said lake and premises, however caused, whether by the negligence of myself or any other person or party whatsoever or any other conduct including products liability to design defect claims against Spring Mountain Ski Ranch, Spring Mountain Ski Ranch Ski Club, the developer or designer of the ski facilities.
5. I agree to abide by all rules and regulations of the Spring Mountain Ski Ranch Homeowners Association Rules.
6. This release shall be effective from _____ to _____ or for one year from the date below. This release of all claims is effective for each and every use of the lake or water skiing facilities in the future by guest signing below. I have read and understand the above and do sign voluntarily and freely.

Guest Signature (Parent signature is required if guest is under 18 years of age)	Homeowner's signature (required)	Date