## WAIVER AND RELEASE OF LIABILITY FORM

Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement

## PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

This Waiver and Release is executed between	("Guests") and the owners ("Owners")
of the residents known as the Mountain View Mansion in O	rem, Utah (the "Property"). There are a number of
recreational facilities located on the Property. These include	a pool, jacuzzi, sauna, indoor sport court, outdoor
sport court, full playground with a play structure, three sli	des, swings, and an in-ground trampoline. These
facilities shall collectively be referred to as the "Facilities."	Guests wish to use the Facilities while staying at
the Property. Guests covenant and agree as follows:	

## 1. Facilities Waiver:

- a. Pool, Jacuzzi, and Sauna Safety. Guests acknowledge that there is no lifeguard on duty at any time. All individuals under the age of 18 must be monitored by an adult. Diving in the shallow end of the pool is strictly prohibited. Running on the pool deck is prohibited. Guests acknowledge that cameras are in pool room for monitoring safety and misuse. Guests shall not use the jacuzzi or sauna while consuming alcoholic drinks. Guests with communicable diseases shall not use the pool, jacuzzi, or sauna. Pregnant women and small children should not use the sauna or jacuzzi. Adults should not use the jacuzzi or sauna in the event they feel disoriented, dizzy, or faint. Children under the age of 3 years, or children who are not toilet trained, must wear a swim diaper and plastic liner at all times. Safety equipment, lifeguard poles, rings, pool skimmers and nets, and pool covers must be used appropriately. Young children and individuals unable to swim must utilize a U.S. Coast Guardapproved personal flotation device at all times. An adult must be present at all times to monitor any individuals under the age of 18 years. Pool Hours are from 9am to 10pm due to Orem City Noise regulations, amplified music and excessive noise are not allowed. The neighbors are immediately adjacent to the pool house so care must be taken. 7am-9am the pool house is closed for maintenance and utilized by the owners. Guests have reviewed the welcome book to fully understand the Facilities and their use. Guests have been shown how to use pool equipment and covers, and misuse or damage may result in the assessment of additional fees. Use of the pool, jacuzzi, and sauna may result in injury, slip and falls, drowning, or other accidents related to the ordinary use of these amenities.
- b. Sports Courts, Playgrounds, and Trampolines. Guests must supervise children and ensure proper use of the sports courts, playground, and trampoline. Guests should only use the indoor and outdoor sports courts, playgrounds, and trampolines for activities consistent with their use. Guests should not participate in using the sports courts, playground, and trampolines if such facilities are unfit for physical activity. Use of the sports courts, playground, and trampoline for purposes not consistent with their use is strictly prohibited. Noise ordinance enforced after 10pm due to Orem City Noise regulations. An elevator is available for Guests with disabilities. Guests agree that no person shall utilize the elevator for non-essential purposes. Guests prohibit any individual from misusing or play with the elevator. Guests waive and release Owner from injury or harm related to unauthorized use.
- c. Waiver and Release. Guests' use of the Facilities involves certain risks, including the risk of injury, death, drowning, and disability. Injury can result from possible misuse of equipment, including misuse of the indoor and outdoor sports courts, trampoline, playground, pool, jacuzzi, and sauna. GUESTS WAIVE AND RELEASE OWNER FROM ANY CLAIM, CAUSE OF ACTION, DAMAGES, OR OTHER LIABILITY ASSOCIATED WITH THEIR USE OF THE FACILITIES. GUESTS RELEASE THE OWNER FROM ANY PERSONAL LIABILITY ASSOCIATED WITH USE OF THE FACILITIES. Proper use of the facilities includes swimming, basketball, tennis, volleyball, climbing and running on or around playground equipment, and jumping on the trampoline. Improper use might include using the Facilities in a manner

inconsistent with their intended purpose. Both proper and improper use is included in this waiver. Guests acknowledge that they assume the risk of using the Facilities, that they are knowledgeable about the proper use of the Facilities, and that they have the capacity to properly monitor and supervise children. Guests recognize and fully understand that the above list is not exhaustive.

- **d.** Lawful activities. Guests agree to follow all laws, statues, regulations and ordinances of the United States, Utah, Utah County, and Orem City. No weapons are allowed on the premises at any time, concealed or otherwise. At no time will there be more than 40 individuals on the property (20 adults and 20 children, Property personnel excluded), all guests staying the night or otherwise must be declared to the manager.
- e. Indemnification. Guests agree to indemnify and hold Owner harmless from any claim, cause of action, damages, or other liability alleged by a third-party and associated with Guests' use of the Facilities. Proper use of the Facilities might include swimming, basketball, tennis, volleyball, climbing and running on or around playground equipment, and jumping on the trampoline. Improper use of the facilities might include using the Facilities in a manner inconsistent with their intended purpose. Both proper and improper use is included in this waiver.
- **f.** Attorney's Fees and Costs. In the event of any action or proceeding to enforce, interpret, construe, invalidate, rescind, or set aside any term or provision of this Agreement, the prevailing party will be entitled to an award of its costs and expenses, including reasonable attorney's fees and costs.
- **g. Binding Effect.** This Agreement will be binding upon each of the parties and their respective successors-in-interest, heirs, and/or assigns. All representations and warranties shall survive the execution of this Agreement and shall be binding and fully enforceable. The parties agree that the recitals are true and accurate to the best of their knowledge, information, and belief.
- h. Jurisdiction. Any claims or causes of action, whether legal or equitable, arising out of or based upon the interpretation and/or enforcement of this Agreement will be commenced in a district court of the State of Utah (the "Utah Court"). The parties hereby consent to the jurisdiction, venue, and process of the Utah Court. This Agreement is made pursuant to, and is governed by, the laws of the State of Utah.
- **i. Integration and Amendments.** This Agreement constitutes the entire agreement and understanding of and among the parties.
- **j.** Severability. To the extent that any portion of this Agreement is held unenforceable by a court, tribunal, or arbiter of competent jurisdiction, the remainder of this Agreement will remain binding and enforceable.

I have read and understood this document. I am aware that by signing this document, I am waiving certain legal rights that I may have against the Owners, and I fully agree to do so. Guests will be responsible for damage caused by other members of their group. Parents or guardians must sign for minors.

		Date:
Signed:	Print:	Minors:
Signed:	Print:	Minors: