IRON MOUNTAIN HOT SPRINGS

RELEASE, WAIVER OF LIABILITY, INDEMNITY AND HOLD HARMLESS AND ASSUMPTION OF RISK AGREEMENT

This Release, Waiver of Liability, Indemnity and Hold Harmless and Assumption of Risk Agreement is made by and between the undersigned (Patron) and Iron Mountain Hot Springs, a privately owned Colorado resort. Iron Mountain Hot Springs is a recreational health facility which provides outdoor mineral ponds and/or tubs, fresh water pools and whirlpool.

The setting and environment at Iron Mountain Hot Springs is a natural one with the hazards associated with such an environment, such as, but not limited to, slippery surfaces, low light, hot water, changes in water temperature, ice on sidewalks, hidden obstacles, electrical storms (lightning), etc. Patron willingly accepts full responsibilities for the inherent risks identified herein as well as risks not specifically identified. Swim at your own risk. At times there will not be a lifeguard on duty.

Use of hot tubs, hot pools, and whirlpool may be dangerous to certain individuals with chronic health problems, pregnant women and persons taking certain prescription medications or intoxicants; these persons should consult with their physicians before using the facilities of Iron Mountain Hot Springs.

All Patrons are advised that caution should be used when using the facilities, as the heated water may affect some Patron's stability and equilibrium.

Patron desires to use the facilities of Iron Mountain Hot Springs with full knowledge of the inherent risks and dangers of the physical injuries or death that could result therefrom and hereby willingly agrees to assume the risk of, and responsibility for, any such injury and/or death to Patron, Patron's children or other children accompanying Patron who are under the age of 18 years using the Iron Mountain Hot Springs facility.

Therefore, the Patron, in consideration of being permitted to use the facilities of Iron Mountain Hot Springs, hereby waives all claims for all incidental or consequential damages, losses or injuries to Patron, to Patron's children and to any children under the age of 18 years accompanying Patron, and to Patron's property for any reason, including any act or failure to act by Iron Mountain Hot Springs, its owners, guests, managers, staff, employees or other patrons. You may be photographed while on the premises.

Patron further agrees to defend, indemnify and hold harmless Iron Mountain Hot Springs and all of their officers, shareholders, directors, agents, and employees for any injury or death caused by or resulting from Patron, Patron's children or other children under the age of 18 years accompanying Patron participating in the activities associated with Iron Mountain Hot Springs whether such claim for injury or death is based on negligence, breach of contract, strict liability or any other cause. The Patron will submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Garfield County, Colorado.

This waiver shall act to limit the duty of care owed by Iron Mountain Hot Springs to Patron, Patron's children and other children under the age of 18 years accompanying Patron using the Iron Mountain Hot Springs facility. Patron assumes the risk of all dangerous conditions in and around the premises and waives any and all specific notice of the existence of such conditions.

This agreement shall be legally binding upon Patron, Patron's heirs, Patron's estate, Patron's assigns, legal guardians, and Patron's personal representatives.

I have carefully read this Agreement and fully understand its contents. I am aware that I am releasing certain rights that I otherwise may have and I enter into this Agreement on behalf of myself, my children, and all minor children under the age of 18 years accompanying me of my own free will.

All Patrons over the age of 18 years must sign this Agreement prior to being admitted into Iron Mountain Hot Springs.

Date: _____ Cashier's Initials: _____

Children under 5 are not allowed in the small mineral pools.

Guest's FULL NAME: Parent/Legal Guardian for guests UNDER 18:

(Please Print Name)		(Full Signature)
_____	➔	_____
_____	➔	_____
_____	➔	_____
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