Rev. 4/05

DUTCH SPRINGS RELEASE AND WAIVER OF LIABILITY AGREEMENT

1 1 0 0 0 0 3 5
$1.00 OFF
One Diver Admission Ticket
Tiedemann's Diving Center Instant Coupon

THE UNDERSIGNED understands and acknowledges that permission to enter DUTCH SPRINGS is granted only after the written document is completed and signed.
PLEASE READ THE DOCUMENT CAREFULLY.

PLEASE PRINT: FOR CERTIFIED DIVERS:

Name Certifying Agency:

Address Certification Date

City, State, Zip Code Card ID Number

Email Address Type of Certification

IN CONSIDERATION of the opportunity afforded to me to enter and utilize the premises known as DUTCH SPRINGS located in Lower Nazareth and Bethlehem Townships, Northampton County, Pennsylvania and to participate in SKIN and/or SCUBA DIVING, its associated activities and/or AQUAPARK and/or SKY CHALLENGE activities or other water activities, I hereby assume all risk of loss or injury to my person and property that may be sustained in connection with such activities or related activities, including specifically rental and/or use of equipment if applicable in and about those premises. I acknowledge that there is no lifeguard on duty except within the AQUAPARK area, and that I have been given an opportunity to inspect the property and my use of the premises indicates my satisfaction with the condition of same.

IN CONSIDERATION for the permission granted to me to enter the premises and utilize same in such activities, I, for myself, my heirs, administrators, executors, successors and assigns, release, remise, and forever discharge RECREATIONAL CONCEPTS DEVELOPMENT CORP., d/b/a DUTCH SPRINGS and hereinafter referred to as DUTCH SPRINGS, the owners, operators, sponsors of any event, as well as their respective agents, servants, employees, officers, officials, and other participants in those activities of and from all claims, demands, actions and causes of action of any sort, in law or equity, arising from any injury, including death, sustained to my person and/or property arising during or from my presence on the premises.

I INTEND by this Release to waive all claims for negligence, products liability, or breach of warranty against DUTCH SPRINGS, including claims for personal injury to the undersigned or damage to the undersigned=s property whether or not it is based on the sole negligence of DUTCH SPRINGS, its agents or its employees. This Release shall cover and include all areas, activities and acts, within the premises, including but not limited to, all recreational endeavors, activity in the AQUAPARK, activity in or around the SKY CHALLENGE, parking facilities, picnicking areas, land, showers, rest rooms, office and every other area, activity, or act in or about DUTCH SPRINGS or connected with the same.

The UNDERSIGNED agrees to indemnify and hold harmless DUTCH SPRINGS from any and all causes of action at law or in equity that they, any personal representatives, and my heirs, executors, administrators, successors or assigns, may have against DUTCH SPRINGS and UNDERSIGNED agrees to pay all costs of such action, including but not limited to attorney's fees incurred by DUTCH SPRINGS in the defense of same.

I ACKNOWLEDGE that the utilization of the premises by the undersigned for whatever permitted purposes is purely at my risk. I agree that there have been no warranties made to me expressed or implied. I represent and certify that I am eighteen (18) years of age or older and certify that my attendance and participation in those activities is voluntary. I represent and certify that my participation in SKIN and/or SCUBA DIVING is as a certified scuba diver, or in the instance of PADI/SCUBA DIVER under the supervision of a qualified SCUBA instructor, or as a student in a SCUBA DIVING course/program under the supervision of a qualified SCUBA instructor.

I AGREE that this Release shall be continuing in nature for subsequent visits by me during the calendar year set forth below or for the duration of the season if a Season Pass is purchased.

I INTEND AND AGREE that this Release and Waiver of Liability Agreement will be governed by Pennsylvania law and will be binding upon my estate, heirs, administrators, executors, successors and assigns, and legal personal representatives. I AGREE that any dispute relating to this Agreement will be resolved exclusively in the Courts of the Commonwealth of Pennsylvania.

I HAVE READ AND UNDERSTOOD THE FOREGOING RELEASE AND, BY AFFIXING MY SIGNATURE TO IT, SIGNIFY MY CLEAR INTENTION TO BE LEGALLY BOUND BY IT. THIS AGREEMENT, AS PUBLISHED AND POSTED AT WWW.DUTCHSPRINGS.COM SHALL NOT BE AMENDED OR MODIFIED OR ANY OF ITS PROVISIONS WAIVED, UNLESS IN WRITING AND SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.

Date:_____ Signature:_____