

**2011 RELEASE AND WAIVER OF LIABILITY AGREEMENT
LAST CHANCE LAKES, LLC**

As consideration for being permitted to use the facilities or to participate in any activity at Last Chance Lakes, the undersigned hereby acknowledges that the activities performed at Last Chance Lakes could be dangerous and involve risk of serious injury and/or death and/or property damage and that the type of water skiing / wake boarding done on Last Chance Lakes involves high speed water skiing close to shore, in narrow channels around islands, and in generally shallow water, and that the undersigned willingly and voluntarily performs said activities and has not been coerced in any way to participate in any activities and hereby assumes full responsibility for risk of bodily injury, death or property damage and by signing below releases, discharges and covenants not to sue Last Chance Lakes, LLC and its sponsors, agents, servants, and all persons or entities officially connected with Last Chance Lakes from and against and shall defend any and all losses, liabilities, costs, damages, claims or causes of action existing in favor of, or asserted by, any party against Last Chance Lakes or the agents, employees, officers, directors and/or shareholders of the corporation in any manner whatsoever arising out of or relating to any action taken by the undersigned or guests of the undersigned in connection with the use of Last Chance Lakes and its facilities and hereby assumes full responsibility for and risk of bodily injury, death or property damage. The undersigned further expressly agrees that the foregoing release is intended to be as broad and inclusive as is permitted by law in the State Of Utah and that if any portion is held invalid, it is agreed that the balance shall continue in full force and legal effect. **THE UNDERSIGNED HAS READ, FULLY UNDERSTANDS, AND VOLUNTARILY SIGNS THIS RELEASE AGREEMENT**, and further agrees that no oral representations, statements or inducements apart from this agreement have been made.

PRINT Name of Participant: _____

Address: _____

Signature of Participant or legal guardian:

(Parent or legal guardian must sign if participant is under 18)

Print Name of legal guardian: _____

WITNESS:

Signature: _____

Print Name: _____

Date: _____