

**HOMESTEAD CRATER INC. FACILITY WAIVER
WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF THE RISK,
RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT**

Please be aware: by signing this document you are waiving certain legal rights, including the right to sue. Please read and be certain you understand the implications of signing this document.

I, _____, do hereby affirm and acknowledge the inherent hazards and risks associated with Scuba diving and/or snorkeling and/or swimming. I fully understand that these risks can lead to severe injury and even death.

In consideration of permitting me, _____, to participate in swimming, snorkeling, scuba diving activities and/or related operations conducted by _____ through the facility of **Homestead Crater Inc., Legacy Resorts LLC, Legacy Resorts Management LLC, Legacy Homestead LLC, Legacy Resorts Holdings LLC**. In the City of Midway, in the County of Wasatch, and State of Utah.

I, for myself, my personal representatives, heirs and next of kin do **HEREBY** acknowledge that **SNORKELING AND/OR SCUBA DIVING AND/OR SWIMMING ARE POTENTIALLY DANGEROUS ACTIVITIES** and involve the risk of serious injury and/or death and/or property damage; **HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE; Homestead Crater Inc., Legacy Resorts LLC, Legacy Resorts Management LLC, Legacy Homestead LLC, Legacy Resorts Holdings LLC**, its facility, or any of its officers, instructors, agents or employees (the Releasees) from all liability resulting in any loss or damage, and any claim or demand therefor on account of injury to my person or property or resulting in my death, now and forever, arising out of or related to participation in said activities, or any other relating diving operations or swimming that may occur, whether caused by the negligence of the Releasees, or otherwise;

HEREBY EXPRESSLY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE, now and forever, arising out of, or related to participation in said activities, swimming, or any other related diving operations, whether foreseen or unforeseen and whether caused by the negligence of the Releasees, or otherwise;

HEREBY acknowledge that **INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES** and agree that this Waiver of Claims, Release of Liability, Express Assumption of Risk, and Indemnity Agreement extends to all acts of negligence by Releasees, **INCLUDING NEGLIGENT RESCUE OPERATIONS** and is intended to be as broad and inclusive as permitted by the law of the Province or State in which the activities are conducted;

I EXPRESSLY agree to **INDEMNIFY** and **SAVE** and **HOLD HARMLESS** the Releasees from any loss, liability, damage or cost that they may incur, now and forever, arising out of swimming or arising out of, or related to, participation in said activities, or any other related diving operations, whether caused by the negligence of the Releasees, or otherwise;

If any provision of this document is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document.

In executing this document, I am not relying on any oral or written representations of statements made by the releasees, other than what is set forth in this agreement.

I, _____, hereby declare that I have read the Waiver of Claims, Release of Liability, Express Assumption of Risk, and Indemnity Agreement and fully understand that I have given up substantial rights by signing it. I am aware of its legal consequences, and have signed it freely and voluntarily without inducement, assurance, or guarantee being made to me and intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law. I hereby declare that I am of legal age and am competent to sign this agreement or, if not, that my parent or legal guardian shall sign on my behalf, and that my guardian or parent is in complete understanding and concurrence with this agreement.

Participant's Name _____ Date _____
(PLEASE PRINT) (SIGNATURE REQUIRED)

Address of Participant _____

Witness _____ Date _____
(PLEASE PRINT) (SIGNATURE REQUIRED)

As parent or guardian, I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this agreement. I have read the agreement, fully understand the terms herein, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without inducement, assurance or guarantee being made to me. I intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless Releasees.

Parent's Name _____ Date _____
(PLEASE PRINT) (SIGNATURE REQUIRED)

Guardians Name _____ Date _____
(PLEASE PRINT) (SIGNATURE REQUIRED)

Homestead Crater, Inc.

Crater Activity Rules

Listed below are rules and procedures that you are required to observe when entering The Homestead Crater. We have established these rules and procedures so at we can maintain the safety of our guests, and the pristine beauty of the crystal clear water and fragile limestone formations in The Crater.

All Water Activities inside the Crater

1. I agree to complete the Waiver and Release of Liability Agreement.
2. I agree to remove all sun screens, lotions, body oils, etc., and will shower prior to participating in swimming/snorkeling/scuba diving activities.
3. I agree to use the restrooms prior to participating in swimming/snorkeling/scuba activities.
4. I agree not to smoke in or around the Crater tunnel.
5. I agree not to bring food or drink in the Crater or tunnel.
6. Out of consideration to other customers, unruly behavior will not be tolerated.
7. I agree to wear a flotation device.
8. I agree to enter the water using the sitting position entry.
9. I agree not to jump or dive from the platform.
10. I agree there is to be NO Horseplay or Rough housing in the Crater.
11. I agree to always swim with my buddy (NO solo swimming, snorkeling or scuba diving).
12. I agree not to "Freedive" in the Crater (The Crater is not a "Freedive" facility).
13. I agree to remain at least 5-feet from the side walls and 15-feet from the bottom of the Crater.
14. I agree not to wear clothing other than swim wear (due to the large build-up of detergent in the material).
15. Homestead Crater, Inc. is not responsible for any loss, theft or damage of valuables. Please secure your valuables prior to entering the Crater.
16. Retrieval of dropped equipment to the bottom will cost \$5.00.

Scuba Diving

1. These rules supersede any information that you have been given heretofore. If you were told anything other than what is explained on this release, please disregard it.
2. Diving at the Homestead Crater is done at approximately 6,000-foot elevation. We recommend that you ascend at 20-feet per minute.
3. If you have not been scuba diving in the past six months and/or at high altitude and in water approximately 96°, we strongly recommend a Scuba Skills Update with one of our instructors.
4. No diving alone (a divemaster will dive with you for an additional \$10.00).
5. If the Crater manager feels that you do not have the necessary skills and/or experience to dive the Crater, you will be given a complete refund and encouraged to do a scuba-up date or scuba tune-up with one of our instructors.
6. No diving will be permitted under any condition without a certification card.
7. Instructors must have current liability insurance and have the: Homestead Crater, Inc., Homestead Resort Inc., dba Homestead Resort and Great Inns of the Rockies, Inc. listed as additional insureds.
8. No underwater photography is allowed without the permission of the Crater Manager.
9. No alcoholic beverages are allowed prior to diving.
10. No diving longer than 35-minutes or deeper than 35-feet is allowed. The entire experience is easily completed in 35-minutes. Please do not make it necessary to ask you to leave the water.
11. I agree to enter the water using the sitting position entry.
12. I agree not to touch the walls and/or formations of the Crater.
13. I agree to stay with my "dive buddy" at all times.
14. Remember, it is not recommended that you fly in a pressurized aircraft within 24 hours of scuba diving.
15. We reserve the right to refuse anyone the right to use the water; you will be given a complete refund. This will include Crater condition, equipment shortage, safety or for any other reasons at managements discretion.

WARNING! No Lifeguard on Duty Initials: _____

I have read and agree to follow the above rules, regulations and procedures. I understand that if I violate any of the above rules that I will leave the Crater willingly if asked to do so. NO Refunds will be given if you are asked to leave for breaking the Crater rules.

Signature

Date