



3. **RELEASE OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS:** In consideration of being permitted to participate in the Activity, I, Releasor, do for the Participant, any Parent/Guardian, and all respective heirs and assigns, voluntarily assume the risk of participating in the Activity, and hereby release, waive, discharge, indemnify and hold harmless TMSET, its employees, coaches, staff, volunteers, agents, officers and representatives, its contractors, other Activity participants, the providers of any equipment used in the Activity, Tamarack Municipal Association, Inc., TMA Technology and Operations Co. LLC, Tamarack Homeowners Acquisition Company, LLC, and their respective members, employees, officers and directors, and each of them, together with their heirs, administrators and executors, successors and assigns, collectively referred to as “the **Released Parties**”, of and from any and every claim, demand, action or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting from or arising out of Participant’s or Parent/Guardian’s participation in any Activity or other actions or activities in connection therewith, whether related to the negligence of a Released Party or not. In accordance with these promises, Releasor shall reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney’s fees that they incur because of any such claims made against them.

4. **AGREEMENT TO FOLLOW DIRECTIONS:** Participant agrees to follow the rules for the Activity provided to Participant and to follow directions given to Participant by the leaders of the Activity.

5. **INDEPENDENT CONTRACTORS:** Releasor acknowledges that TMSET has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Activity.

6. **USE OF PARTICIPANT’S LIKENESS:** I, Releasor, understand that during the Activity Participant may be photographed or videotaped. To the fullest extent allowed by law, Releasor waives all rights of publicity or privacy or pre-approval that Releasor has for any such likeness of Participant or use of Participant’s name in connection with such likeness, and Releasor grants to TMSET and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of Participant, whether in whole or part, in any form, without restrictions, and for any purpose.

7. **SEVERABILITY:** I, Releasor, expressly agree that this agreement is intended to be as broad and inclusive as permitted by the laws of the State of Idaho, and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The terms of this agreement are contractual and not a mere recital.



I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS AGREEMENT HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Participant: _____
Participant Signature Date

Participant Date of Birth: _____

IF PARTICIPANT IS A MINOR, SIGNATURE OF PARENT OR LEGAL GUARDIAN IS REQUIRED BELOW, TOGETHER WITH COMPLETED INFORMATION AT THE TOP OF THIS FORM. As such, the Parent/Guardian hereby states that in consideration of the Participant being permitted to participate in the Activity, I accept and agree to be bound by the terms of this agreement. I certify that I have the authority to sign on behalf of the Participant and to make decisions for the Participant regarding this Activity.

Parent/Guardian: _____
Parent/Guardian Signature Date

Relationship to Participant: _____