

# RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, whose address is \_\_\_\_\_, and who is hereinafter referred to as "Releasor".

In consideration of being permitted to participate in activities conducted on property owned by Spring Creek Association, a Nevada Corporation, of 401 Fairway Blvd, Spring Creek, Nevada 89815, Releasor, on behalf of Releasor, and if applicable, Releasor's spouse or Releasor's children together with Releasor's legal representatives, heirs and assigns, hereby releases, waives, and discharges and covenants not to sue Spring Creek Association, or its officers, members, agents, directors, and employees and each of them, hereinafter referred to as "Releasees", from or for any and all liabilities or claim of any nature for any loss or damage on account of, or resulting from, injury to Releasor and Releasor's property, including injury resulting in death, whether caused by or which is in anyway connected with, Releasor's use, occupancy, or location in, on, or around the property of Releasees. Releasor hereby assumes full risk for the bodily injury, death or property damage occurring from any cause or result while, in, on, or around the property of Releasees.

Releasor agrees to indemnify Releasees and any one of them, from any loss, damage, costs or liability of any name or nature due to the presence of Releasor in or upon the aforesaid property whether caused by the negligence of any third person or otherwise, which obligation of indemnity shall include any and all defense costs, as incurred, by Releasees.

Releasor expressly agrees **NOT TO SUE** Releasees or any of them for any cause or matter referred to herein and agrees that this Release and Covenant NOT TO SUE and the provision contained herein are intended to be as broad and inclusive as permitted by the laws of the State of Nevada and that in any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect.

Spring Creek makes nor warranty or representations in regard to whether or not the facilities are fit for the intended use by the leasee and that the leasee accepts the premises in an 'as is, where is' condition without any warranty in regard to the facility's fitness for the intended use by the leasee.

Leasee warrants and agrees that it will not use the equipment, fixtures, and facilities located on or in the premises in any manner in violation of any covenant or condition in the Spring Creek DOR's, or any regulation or statute applicable to the premises under County, State or Federal law.

Once executed, this Release and Covenant Not to Sue shall remain in full force and effect and shall apply to any and all activities conducted by Releasor on the property of Releasees and shall not expire unless revoked, in writing by Releasor and delivered to Releasees at the principal office of Spring Creek Association of Elko County, Nevada. Upon such revocation, and use or occupancy of property of Releasees by Releasors shall constitute a trespass. Any activity by Releasor on the property of Releasees after revocation hereof, shall not be consented to for any purpose.

IN WITNESS WHEREOF, Releasor has executed this document as of the day and date first above written.

If Releasor is under the age of eighteen (18) years, a parent or legal guardian **must** sign below and said parent or guardian shall become a joint Releasor.

\_\_\_\_\_  
Releasor/Minor (Please Print)

\_\_\_\_\_  
Parent or Guardian, if applicable (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Parent or Guardian's Signature

\_\_\_\_\_  
Full Residential Address

\_\_\_\_\_  
Full Residential Address