



ASTORIA RELEASE & INDEMNITY AGREEMENT

Consulte la versión en español del Acuerdo de Liberación de Responsabilidad e Indemnización.

Astoria is a naturally occurring hot spring surrounded by natural parklands and ponds, bounded by the wild and scenic Snake River. Astoria is intended to offer the public an opportunity to enjoy and relax in a beautiful and natural setting. Consistent with this, man-made amenities and features have been kept to a minimum to enhance natural outdoor experiences. There are no lifeguards, park rangers, or guides at Astoria. Astoria is a place for you to discover, mostly on your own.

There are many risks inherent in spending time outdoors that can result in injury, death, or property damage. Those risks are impossible to list in their entirety, but include the following by way of example:

1. Drowning or being injured in the hot springs pool, freshwater ponds, or in the nearby Snake River;
2. Suffering a stroke, seizure, cardiac event, or other medical emergency from being in hot water (the water temperature at Astoria's hot springs vary by season but on average range from approximately 95 to 106 degrees Fahrenheit);
3. Spending time in Astoria's hot springs may be dangerous to certain individuals with chronic health problems, pregnant women, and persons taking certain prescription medications or intoxicants; these persons should consult with their physicians before using the hot springs facilities;
4. Slipping, tripping, or falling on wet surfaces at the hot springs, or on trails, rough surfaces, uneven terrain, or rodent holes in the parklands;
5. Being injured by a motor vehicle or bicycle in or around the parking lots;
6. Lightning or hail stones large enough to injure you or your vehicle;
7. Contracting an illness, including COVID-19 or other contagions, from other people present at Astoria;
8. Slipping or falling on ice or snow;
9. Theft of your personal belongings (including from your vehicle) by others present at Astoria.

In choosing to visit Astoria, whether at the hot springs, the parklands, or the ponds, or by holding or attending in any capacity, any variation of a group event, such as but not limited to a wedding, retreat, dinner, birthday, or private swim, at any location including but not limited to the picnic pavilion, an event lawn or Johnny Counts Cabin, you acknowledge that you are voluntarily and knowingly exposing yourself and those under your responsibility or control to the inherent risks described above, as well as any other risks associated with recreating in a hot springs and natural outdoor environment with limited supervision (the "risks"). Further, in consideration of your being permitted to visit Astoria: (i) you voluntarily and knowingly assume responsibility for injuries or death, property damage, and incidental or consequential damages suffered by you and/or persons under your responsibility or control arising from or out of the risks and/or the negligence of Astoria Park Conservancy, and their respective employees, officers, directors, and agents; (ii) you waive and release any claims suffered by you and/or anyone under

your responsibility or control arising from or out of the risks and/or the ordinary negligence of Astoria Park Conservancy, and/or their respective employees, officers, directors, and agents; (iii) you agree to defend, indemnify and hold harmless Astoria Park Conservancy and/or their respective employees, officers, directors, and agents from any claims for injuries or death, property damage, and incidental or consequential damages suffered by you and/or anyone under your responsibility or control arising from or out of the risks and/or the negligence of Astoria Park Conservancy and/or their respective

employees, officers, directors, and agents; and (iv) you understand that you may be photographed while at Astoria and that you authorize any such images to be used by Astoria Park Conservancy in their advertising unless you specify otherwise on this form or until such time as you revoke such authorization in writing.

By signing below, you represent that you have carefully read this agreement and fully understand its contents and that you are aware that you are releasing legal rights. By signing below you further represent that you enter into this agreement on behalf of yourself and all persons accompanying you who are under your responsibility or control, that you enter this agreement of your own free will, and that you understand and agree that this agreement shall be governed by the law of the state of Wyoming and will be binding upon you, all persons accompanying you who are under your responsibility or control, as well as our respective heirs and representatives of such persons' respective estates.

[illegible]

