

## **WAIVER, ACKNOWLEDGEMENT, AGREEMENT AND RELEASE**

In connection with my stay at, or visit to, The Kartrite Resort & Indoor Waterpark (the “Resort”), you (“Releasor”) agree to assume all risks (including any risks that are neither known nor reasonably foreseeable at this time) incidental to the use and enjoyment of the Resort amenities and facilities, including, without limitation, the waterpark, surfing simulator, water slides, rides, attractions, trampolines, jumping apparatuses, ropes course, arcade, hiking trails, biking trails, spa, fitness facility, guest rooms, guest facilities, Resort grounds, Resort parking lot, Resort sidewalks, and all other amenities and facilities at the Resort (the “Amenities”) and participation in any activities in connection therewith (the “Activities”), and in consideration of being permitted to participate in such Amenities and Activities assuming such risks (which risks may include, among other things, personal injury, property loss, drowning, permanent disability or death) you, on your own behalf and on behalf of your heirs, executors and administrators, do hereby release and forever discharge the Resort Parties (defined below) of and from all liabilities, claims, actions, damages, costs or expenses, of any nature arising out of or in any way connected with your use of the Amenities or participation in the Activities, and further agree to indemnify and hold each of the Resort Parties harmless against any and all such liabilities, claims, actions, damages, costs or expenses, including but not limited to, all attorney’s fees and disbursements.

You further understand that this waiver, acknowledgement, agreement and release (this “Agreement”) includes any claims based on the negligence, action or inaction of any of the Resort Parties and covers bodily injury (including death) and property damage before, during or after such use or participation. You further consent to, and authorize, any first aid and/or medical treatment for yourself and family members or other invitees, at your cost, if the need arises.

You agree that any claims you may have against the Resort Parties resulting from any events occurring at the Resort shall be governed by and constructed in accordance with the laws of the State of New York, and further, you irrevocably agree to the Supreme Court of the State of New York and/or the United States District Courts located in New York as the exclusive venues for any such proceedings whatsoever.

The “Resort Parties” are Catskill Resorts TRS, LLC, Adelaar Developer, LLC, 30 West Pershing, LLC, EPR Concord II, L.P., MH Catskills Operator LLC, and EPR Properties, along with the aforementioned parties’ parent, related and affiliated companies at every tier, and the officers, directors, trustees, employees, agents, representatives, lawyers, managers, successors and assigns of each of the foregoing entities. In addition, you agree that any claim, demand, or action against any other entity alleged to have owned, operated, or marketed the Resort, or any affiliated entity or venue at the Resort, or that is alleged in any way to be responsible for any claim related to your stay at or visit to the Resort, such other entity shall be deemed a “Resort Party” entitled to the same rights, protections, immunities and benefits of the Resort Parties including but not limited to the forum selection agreement contained herein.

YOU ACKNOWLEDGE THAT YOU HAVE THOROUGHLY READ THIS WAIVER, ACKNOWLEDGEMENT, AGREEMENT AND RELEASE, YOU FULLY UNDERSTAND ITS CONTENTS, AND DO HEREBY VOLUNTARILY AGREE TO THE TERMS STATED ABOVE. You further certify that you are over 18 years of age and competent to contract in your name, and for and on behalf of all other members of your party. This Agreement shall be governed by the laws of the State of New York.

