

RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT

This Release, Waiver and Indemnification Agreement is hereby given by _____ (“Indemnitor”), on the one hand, in favor of The Dixie Escalante Kite Festival; Sun River St. George, L.C., Sun River Realty, L.C., Integra Investment Group, L.C., Tower Holdings, L.C., Sun River Golf, L.L.C., Sun River St. George Community Association, Inc. (“collectively Sun River”); Sunwest Management, Inc. (“Sunwest”); Dixie Escalante Electric; and all other sponsors, donors, volunteers, organizers, and fund raisers.

RECITALS

WHEREAS, Indemnitor is a vendor at the Dixie Escalante Kite Festival to be held on April 21, 2007, at properties owned, managed, controlled or administered by Sun River and Sunwest (the “Kite Festival”); and

WHEREAS, Indemnitor recognizes the potential for risk of harm to persons and property at the Kite Festival; and

WHEREAS, Indemnitor desires that Indemnitees not be at risk for activities of the vendors at the Kite Festival, including the activities of Indemnitor,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Indemnitor covenants as follows:

Indemnitor hereby releases Indemnitees and forever waives Indemnitor’s claims against Indemnitees for any and all claims, causes of action, damages, demands, penalties, and costs, including attorney fees, that arise in relation to the Kite Festival. Indemnitor acknowledges that this Release applies to all claims or causes of action which currently exist or which have existed, or which may arise or are discovered in the future in relation to Indemnitor’s activities at the Kite Festival. Indemnitor intends this to be a complete and total release of all claims, whether known or unknown, fixed or contingent, or whether the facts hereafter prove to be other than or different than the facts known by Indemnitor or believed by Indemnitor, and this Release and Waiver shall be construed as broadly as the law allows to accomplish this stated intention.

Indemnitor represents and agrees that no legal action of any kind will be taken against Indemnitees by them in relation to the Kite Festival.

Indemnitor shall indemnify and hold Indemnitees harmless for any and all claims, demands, losses, costs, obligations, and liabilities Indemnitees may incur or suffer in direct or indirect relation to Indemnitor’s acts or omissions at the Kite Festival. Indemnitor shall also indemnify and hold Indemnitees harmless from any and all claims, demands, losses, costs, obligations and liabilities that Indemnitees may incur or suffer as a result on Indemnitor’s breach of any agreement, covenant, or warranty in this Agreement. Indemnitor shall further indemnify and hold Indemnitees harmless from any and all liabilities, claims, and causes of action arising from operation of the Kite Festival. The indemnity obligations of this paragraph shall include indemnity for reasonable attorney fees and court costs incurred.

This Agreement shall be governed by the laws of the State of Utah and shall be binding upon Indemnitor’s heirs, successors, agents or assigns and shall be for the benefit of (i) Indemnitees, their employees, officers, agents, affiliates, agents and assigns and (ii) all Kite Festival volunteers, donors, sponsors, organizers, and fund raisers.

DATED this _____ day of _____, 2007.

BY:
Its: