

8111 PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Moab Tour Company, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "MTC"). I hereby agree to release, indemnify, and discharge MTC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that going on any guided tours including All Terrain Vehicles (ATV/UTV) or Hummer Tours in the outdoors entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, and or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: acts of other participants; contact with plants or animals; my own physical condition, or my own acts or omissions; condition of roads, trails, waterways, or terrain and accidents connected with their use; consumption of food or drink; riding on uneven terrain; loss of control; collision with other vehicles, participants, trees, rocks, and other manmade or natural obstacles; falls from the vehicle; exposure to the elements, extreme temperatures; inclement weather; mechanical and/or equipment problems; and unavailability of immediate medical attention in case of injury.

Furthermore, MTC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I understand I am responsible for any damages to the equipment or others equipment I damage plus towing, recovery, shipping, and rental down days and I will pay immediately.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MTC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of MTC's equipment or facilities, including any such claims which allege negligent acts or omissions of MTC.

4. Should MTC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against MTC, I agree to do so solely in the state of Utah, and I further agree that the substantive law of Utah shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against MTC on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Your name ↴

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Phone # \_\_\_\_\_ Date \_\_\_\_\_

PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

Youth name ↴

In consideration of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (print all minor's names) ("Minor") being permitted by MTC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless MTC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. I also agree to pay for any damages, recovery charges, late fees, and rental down days caused by minors.

Your name ↴

Parent or Guardian \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_