

**AGREEMENT TO ASSUME ALL RISKS; RELEASE OF LIABILITY/ AGREEMENT NOT TO SUE & TO INDEMNIFY (OFF-ROAD TOURS)**

*Please read this contract carefully.*

*It releases WESTERN RIVER EXPEDITIONS, INC. and CANYON COUNTRY RIVER ADVENTURES, INC. from liability and waives certain rights.*

In consideration of being permitted to participate in an adventure tour with WESTERN RIVER EXPEDITIONS, INC. and CANYON COUNTRY RIVER ADVENTURES, INC., d/b/a Moab Adventure Center, (hereinafter collectively and individually "Moab Adventure Center"), I, the Participant, (or if the Participant is under the age of 18, I, on the Participant's behalf) understand, acknowledge, and contractually agree as set forth below (the Agreement):

**1. Acknowledgement of Dangers and Risks:** I understand, acknowledge, and agree that participating in an adventure tour, which may include: 4x4 Hummer transport, hiking, and related activities by or with Moab Adventure Center (hereinafter collectively and individually the "Activity"), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH**. I understand, acknowledge, and agree that participating in the Activity involves certain inherent dangers and risks that cannot be eliminated or controlled by Moab Adventure Center, the presence of which are integral to the adventurous nature of the Activity. **I contractually agree that the following dangers and risks that could cause physical or emotional injury or death are inherent to the Activity, but that the list of inherent risks is not exhaustive – I understand and acknowledge that there are many other dangers or risks associated with the Activity not listed below:** all commonly understood risks of riding in a vehicle, including crashes; risks associated with riding in a vehicle in remote terrain on backcountry unimproved roads; jarring and bouncing; being stranded in remote locations; ejection from a vehicle; overturning of a vehicle; burns; falling out of a vehicle; unmaintained and hazardous trails and/or roads; exposure to loud noise; inhalation of exhaust fumes; and lapse in driver judgment or skill; rough or unmaintained trail; slipping, tripping or falling; variations in terrain; exposure to steep terrain; allergen exposure; exposure to poisonous plants; exposure to various dangerous or diseased wildlife or insects, including bee, wasp, scorpion, ant, spider, tick, bat, snake, or venomous reptile stings or bites; falling trees, rocks, or other objects; moving objects associated with extreme weather; changing weather, dangerously cold temperatures, dangerously hot temperatures, wind, hail, lightning, heavy rain, and other adverse weather conditions; lack of shelter; temperature fluctuations; extreme or partial darkness; wildfire; burns or burning associated with hot food and/or beverages, hot surfaces, and sun exposure; exposure to food-borne, water-borne, vector-borne, or airborne bacteria, virus, or pathogens; exposure to food allergens; slipping, tripping, or falling while wading or walking along the water's edge; falling into the water while onshore; landslides; rock-fall; mudslides; flashfloods; earthquakes; dangerous water crossings; all manner of outdoor injuries or ailments including head injury, spinal injury, paralysis, broken bones, overstretching or over-exertion; burns, internal injury, sickness or disease, hypothermia, frostbite, sunburn, heatstroke, dehydration, and hyponatremia; exacerbation of Participant's own health condition(s); being left alone, unsupervised and/or out of contact with a guide/staff person for extended periods of time; mentally or physically unstable or criminal trip participants or others; negligence by trip participants; lack of access to immediate medical care due to remote location; inadequate or incorrect medical care; poorly executed or failed rescue attempts; dangerous contact with rescue vehicles or aircraft; failure of or lack of communication equipment; inadequate or malfunctioning equipment; errors in guide judgment or lapse in guide skill; and mental, physical, or emotional injury or distress from exposure to the inherent risks listed herein. I understand that Moab Adventure Center has done its best to list the known risks of participating in the Activity, but agree that I have the right, obligation, and opportunity to research and verify the risks of participating in the Activity.

**2. Assumption of Risk:** I acknowledge and agree that I am choosing to take part in the Activity despite the dangers and risks of doing so, and freely choose to accept the risks of participating in the Activity. I recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activity. I expressly acknowledge and assume all inherent risks, dangers, and consequences of the Activity, including but not limited to those risks, dangers, and consequences set forth in paragraph 1 above, that may result in physical or emotional injury, property damage, or death.

**3. Participant's Responsibilities and Representations:** I represent that I am physically and mentally capable of participating in the Activity. I understand the importance of all safety instructions given to me, whether in writing, visually, or verbally, and agree to follow all guide instructions at all times while engaging in the Activity. Further, I represent that I have had the opportunity to both independently research and discuss with Moab Adventure Center the risks of participating in the Activity and my assumption of those risks. I have been informed of and understand the expectations of me while engaging in the Activity. I acknowledge that, if I consume drugs or alcohol, I will bear sole responsibility for myself and for any damages I may cause to Moab Adventure Center, its property, or to other guests, and I may be removed from participation in an Activity. I understand that I am responsible for truthfully disclosing and notifying Moab Adventure Center of any risk to me or other participants associated with my own mental or physical conditions, including allergies that could result in anaphylaxis. I specifically and expressly agree that I have full responsibility for managing and treating any such conditions to prevent injury to myself or others. I acknowledge that, in order to preserve the wilderness experience, Moab Adventure Center may not utilize satellite communications devices for the purpose of receiving warnings or related information that could impact safety during the Activity, from any source. Participant expressly agrees that Moab Adventure Center shall have no duty to utilize

communications technology of any kind, including satellite technology, for that purpose, and I expressly assume all risk associated with the lack of any such information. I am not relying on any prior oral, written, or visual representations made by Moab Adventure Center, including in any website or promotional materials, to induce me to go on any adventure activity. With all of the foregoing in mind, I assume full responsibility for my own safety.

**4. Release of Liability and Agreement Not to Sue:** Fully understanding the foregoing paragraphs, and in exchange for Moab Adventure Center's agreement to allow the Participant to participate in the Activity, **I HEREBY AGREE NOT TO SUE WESTERN RIVER EXPEDITIONS, INC., and CANYON COUNTRY RIVER ADVENTURES, INC., d/b/a Moab Adventure Center**, their affiliated companies and subsidiaries, or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, contractors, representatives, assignees, officers, directors, members, managers, or shareholders (each hereinafter a "Released Party") for any property damage or loss injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. By signing this Agreement Not to Sue, I am releasing any right to make a claim or file a lawsuit against any Released Party. I agree to hold harmless and release each and every Released Party from any and all liability and/or claims or causes of action for injury or death to persons or damage or loss to property arising from Participant's participation in the Activity, **INCLUDING, BUT NOT LIMITED TO THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** or breach of any contract and/or express or implied warranty (but not gross negligence, recklessness, or willful misconduct).

**5. Agreement to Indemnify:** I agree to **INDEMNIFY (REIMBURSE)** each Released Party from and for any and all claims of the undersigned Participant and/or a third party arising in whole or in part from Participant's participation in the Activity, including claims based on negligence or any other cause of action except gross negligence. In other words, if Participant and/or anyone on Participant's behalf files any lawsuit or brings any claim for injury or damage against any Released Party, including claims for negligence or any other cause of action except for gross negligence, the undersigned will be required to pay back to each and every Released Party or Parties all sums of money incurred by or paid by or on behalf of the Released Party or Parties on account of the bringing of such suit or claim, including all attorneys' fees and costs.

**6. Medical Authorization, Release, and Indemnification:** I hereby: a) authorize the Released Parties to undertake any emergency medical care for me; b) authorize the Released Parties and/or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; c) agree that, following my transport to any such medical facility or hospital, the Released Parties shall not have any further responsibility for me; d) agree to pay all costs associated with the medical care, rescue, or any related transportation provided for me; and e) shall hold each and every Released Party harmless from any claims associated with such medical care and/or related transportation.

**7. Application of Agreement to Minor Participants:** In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am not only signing this Agreement on my behalf, but that I am also signing on behalf of the minor and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, I understand that I am also waiving certain rights on behalf of the minor that the minor otherwise may have. I agree that but for the foregoing, the minor Participant would not be permitted to participate in the Activity and sign this document out of a desire to have the minor Participant be allowed to participate in the Activity. I represent that I am a **legal** parent or guardian of the minor Participant, and I will indemnify the Released parties for any damage caused to them if this representation is false.

**8. Representation of Capacity to Contract, and Acknowledgement That Agreement is a Binding Contract:** I represent that I am at least 18 years of age, and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives, and those of the minor Participant.

**9. Agreement to Application of Utah Law and Selection of Forum:** I agree that any and all claims directly or indirectly arising from or related to this Agreement, including any and all tort or contract claims arising from my participation in the Activity under this Agreement, shall be governed by Utah law, and that the exclusive jurisdiction for any claim shall be in the Seventh Judicial District Court, Grand County, Utah, without regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction's conflicts of laws analysis.

**10. Miscellaneous Provisions:** I agree that Moab Adventure Center may utilize my photograph, or video of me participating in the Activity for any purpose, and that any such image is the property of Moab Adventure Center. If any sentence, clause, paragraph or part of this Agreement is declared unenforceable, the remainder shall continue in full force and effect. This Agreement can be modified only in writing, and it supersedes and replaces any prior liability or assumption of risk agreement that I have signed. An electronic signature or acknowledgment of agreement upon this contract is fully binding and enforceable, and a copy of this executed Agreement may be used as if it is the original. I agree that any subcontractors or other vendors utilized by Moab Adventure Center during or incidental to

the Activity are solely responsible for injury that occurs to me while I am in their care, and that Moab Adventure Center is not in a joint venture with any such vendor or subcontractor. I agree that Moab Adventure Center is not a common carrier.

**I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY MINOR CHILD OTHERWISE MAY HAVE. I AGREE TO BE FULLY BOUND BY THE TERMS OF THIS AGREEMENT.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Full Name

\_\_\_\_\_  
Date

If signing on behalf of a minor, printed full name of minor Participant: \_\_\_\_\_