

Utah Outdoor Adventures, LLC
WAIVER AND RELEASE AGREEMENT

Please read carefully before signing

This is a release of liability and waiver of certain legal rights

In consideration for my being permitted to participate in _____, as provided by Utah Outdoor Adventures LLC* I agree to the following Waiver and Release.

I acknowledge that various recreational activities such as rafting, hiking and other outdoor pursuits and transportation associated with these activities involve inherent risks, hazards, and dangers that cannot be eliminated particularly in an outdoor environment. I UNDERSTAND THAT THESE RISKS, HAZARDS AND DANGERS INCLUDE BUT ARE NOT LIMITED TO:

1. Risks of drowning and other injury from water and hidden hazards in rivers and other bodies of water
2. Impact injuries, broken bones, sprains, bruises, concussions, paralysis, and other injuries associated with hiking rugged country.
3. Injuries from equipment and/or other participants.
4. Encounters with wildlife, animals and insects.
5. Temperature extremes.
6. Inclement weather conditions and unavailability of immediate medical attention in the outdoor environment in case of injury.
7. Stress related injuries, including heart attacks.

I understand the risks, hazards and dangers of the activities I wish to participate in and have had the opportunity to discuss them with Utah Outdoor Adventures, LLC*. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe that I have good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I HAVE ENGAGED THE SERVICES OF UTAH OUTDOOR ADVENTURES, LLC* WITH THE FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

I also for myself, my heirs, successors, executors and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, UTAH OUTDOOR ADVENTURES. LLC.* its officers, managers, members, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in any of these activities, whether such damage, loss, injury, paralysis or death results from negligence of Utah Outdoor Adventures. LLC.* or from some other cause, including but not limited to claims of NEGLIGENCE of any kind or nature whether foreseen or unforeseen arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services. FURTHERMORE. I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS UTAH OUTDOOR ADVENTURES. LLC.* its officers, managers, members, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, losses, costs, and expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my own actions. I, for myself, my heirs, my successors, executors and subrogees further covenant and agree not to sue Utah Outdoor Adventures, LLC* as a result of any injury, paralysis or death suffered in connection with my use and participation in the activities in which I have chosen to participate as provided by Utah Outdoor Adventures, LLC*

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

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