

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

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

- 1. I expressly acknowledge that participation in SPLORE outdoor activities such as rock climbing, river rafting, canoeing and cross country skiing entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, 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: slipping and falling; falling objects; water hazards; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, hazardous plant life; equipment malfunction or failure; accidental drowning; and improper lifting or carrying.
- 2. I expressly recognize and acknowledge and accept that SPLORE staff and volunteers have difficult jobs to perform during outdoor activities; that they seek safety, but they are not infallible; that they might be unaware of or misjudge a participant's fitness, awareness, weight or abilities; that they might misjudge the weather or other environmental conditions; and that they may give incomplete warnings or instructions; and the equipment being used might fail or malfunction.
- 3. I expressly agree and 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.
- 4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold SPLORE harmless 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 SPLORE's equipment or facilities, including any such claims which allege negligent acts or omissions of SPLORE.
- 5. Should SPLORE 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.
- 6. 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 conditions I may have.
- 7. In the event that I file a lawsuit against SPLORE, 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 portions 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 SPLORE 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.

Signature of Participant _____ Print Name _____
 Address _____ City State Zip _____
 Phone _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor) being permitted by SPLORE to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold SPLORE harmless 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, specifically including but not limited to any claims associated with youth participation in rafting trips. I have been informed of the risks associated with youth participation in SPLORE activities and recognize them and acknowledge them and hereby knowingly accept them.

Signature of Parent or Guardian: _____ Print Name: _____