

# Participant Release of Liability, Waiver of Claims, Assumption of Risks, Indemnity, and Photographic Assignment Agreement

**\*Please read carefully before signing. This is a legally binding contract.\***

In consideration of the services of Destination Sports, LLC, its trustees, agents, owners, directors, managers, officers, employees, volunteers, participants, contractors, partners, representatives, and all other persons or entities acting in any capacity on their behalf (hereinafter referred to collectively as "RELEASEES"), I hereby agree to release and discharge RELEASEES on behalf of myself, my parents, my heirs, assigns, personal representative, and estate as follows:

**1. Inherent Risks:** I fully understand and acknowledge that certain risks are inherent in every recreational activity that RELEASEES offer, and cannot be eliminated without destroying the unique character of the recreational activity. I understand and agree that the enjoyment and excitement of these recreational activities is derived in part from these inherent risks and that these risks contribute to my enjoyment and excitement of these recreational activities, and are an integral reason for my participation in these recreational activities. I understand that recreational adventure activities such as river rafting, kayaking, stand up paddle boarding, river tubing, bike riding, hiking, snowshoeing, and indoor or outdoor recreational teambuilding activities and use of associated equipment entail risks of injury or death to any participant. These risks and dangers may arise from foreseeable or unforeseeable causes including, but are not limited to, accidents, encountering whitewater rapids, collision, capsizing, acts of nature or change in conditions, guide or vehicle operator decision making (including misjudgment of terrain, weather, trail, road, river route location, or water level, and may give inadequate warnings or instructions and/or I as the participant may fail to hear or understand the safety directions.), equipment failure or misuse, falling out of water craft, submersion, drowning, slipping on or off of trails or equipment, action or inaction of other people, and any other inherent risks not specified herein. **Potential outcomes of these risks and dangers include, but are not limited to, DAMAGE TO OR LOSS OF PERSONAL PROPERTY, PHYSICAL OR EMOTIONAL INJURY, BRUISES, LACERATIONS, SPRAINS, STRAINS, CONCUSSION, BROKEN BONES, HYPOTHERMIA, SNAKE BITES, BEE STINGS, FOOD-BORNE ILLNESS, OR IN EXTREME CASES, PERMANENT TRAUMA, DISABILITY, OR DEATH.** I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I hereby assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified, and for any losses and/or damages whether caused in whole or in part by the negligence or other conduct of RELEASEES. **I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in RELEASEES' events and recreational activities.**

**2. Express Assumption of Risk:** As lawful consideration for being allowed to participate in recreational activities offered by RELEASEES, I expressly agree and promise on behalf of myself and any of the children for which I am responsible, to accept and assume all the risks existing in this activity. My/our signing of this contract and participation in this activity is purely voluntary, and I/we elect to participate in spite of the risks. I/we expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I/we are signing it of my/our own free will.

**3. Release and Waiver of Rights Including for Claims of NEGLIGENCE:** To the fullest extent permitted by law, **I hereby release, waive, covenant not to sue, and discharge RELEASEES from any and all liability, claims, demands, and causes of action whatsoever** arising out of or related to any loss, damage, or injury, including death, that may be sustained by me/my minor child(ren), whether caused by the negligence of RELEASEES or otherwise arising out of or related to my/my minor child(ren)'s use of the RELEASEES' recreational facilities and equipment or participation in the RELEASEES' recreational activities.

**4. Indemnity:** Should RELEASEES be required to incur attorney's fees and costs to enforce this contract, I agree on behalf of myself and any of the children for which I am responsible to indemnify and hold them harmless (in other words, I agree to pay for...) for all such defense fees and costs.

**5. Personal Skill & Insurance:** I certify on behalf of myself and any of the children for which I am responsible that I/we have sufficient skill and fitness to participate in the recreational activities offered by RELEASEES. I further certify that I/we have no medical, mental or physical conditions, and are not under the influence of any drugs (prescription or other) or alcohol which could interfere with my/our safety or ability to participate in these recreational activities, or else I/we are willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I/we further certify that I/we have adequate insurance to cover any injury, damage or emergency transportation or search and rescue costs I/we may cause or suffer while participating, or else agree to bear those costs myself/ourselves. I understand that my own medical insurance is primary coverage for any accident or injury that I may incur, and that RELEASEES' insurance is for excess medical – in excess of my primary insurance.

**6. Emergency Situations:** I agree on behalf of myself and any of the children for which I am responsible that in the event that RELEASEES deem it necessary to administer emergency first aid or CPR or to remove me/us from its recreational activities or premises or from the field, or to seek emergency medical care for me/us that, by signing this document, I/we are giving RELEASEES permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me/us to any health care provider which may become involved in my/our care, treatment or removal from the field, and that I/we are waiving any right to object to or bring any type of action or claim against RELEASEES for administration of emergency services and care that they deem necessary.

**7. Photographic Assignment:** I understand that photographs or video may be taken of my participation in this activity, and I hereby grant permission for RELEASEES to use any such photographs or film for any purpose, including marketing, print, or electronic publication, without any remuneration to me. I/we hereby assign all right, title and interest I/we may have in or to any and all media in which my name or likeness might be used by RELEASEES.

**8. Release as Contract and Personal Capacity:** On behalf of myself and any of the children for which I am responsible I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I/we are signing it of my/our own free will. I/we expressly acknowledge that I/we are not under the influence of drugs or alcohol at the time of my/our signing of this document and that there are no other impediments or reasons why I/we would lack the capacity to enter into this contract with RELEASEES.

**9. Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.:** In the unlikely event that I/we deem it necessary to file a lawsuit against RELEASEES, I/we agree to do so solely in the State of Utah, and I/we further agree that the substantive laws of Utah shall apply in that action without regard to the conflict of law rules of Utah. I/we hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I/we agree to submit to the jurisdiction of the Utah courts. I/we agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. Electronic signatures and/or a copy of this release contract can be used as if it were the original. I/we understand that this document constitutes the entire Agreement/Contract between me/us and RELEASEES and that it cannot be modified or changed in any way. I/we are also waiving any claims I/we might have for breach of contract or warranty for statements or representations made outside of this release contract.

**By signing this document, I acknowledge for myself and any of the children for which I am responsible that if anyone is hurt or property is damaged during my participation in this activity, I/we may be found by a court of law to have waived my/our right to maintain a lawsuit against RELEASEES on the basis of any claim from which I/we have released them herein. I/WE HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT (TWO PAGES). I/WE HAVE READ AND UNDERSTOOD IT, AND I/WE AGREE TO BE BOUND BY ITS TERMS.**

X _____	X _____	X _____	X _____
Participant Signature	Printed Name	Age	Phone
X _____	Address (street address, city, state, zip code, and country)		X _____
			Emergency Contact Phone
X _____	X _____	X _____	
Today's Date	Trip Date(s)	Activity	

**Parents/Guardians Additional Indemnification and Signature (Must be completed for participants under 18 years of age):** I/we certify that I/we have complete and absolute legal authority to bind, make the waivers and releases contained herein, contract for, and legally act on behalf of the minor participant listed above, and acknowledge that RELEASEES rely on this representation. In consideration of this minor being permitted by RELEASEES to participate in their programs or recreational activities, I further agree to indemnify (in other words, I agree to pay for...) and hold harmless RELEASEES from any/all claims which are brought by or on behalf of this minor, and are in any way connected with this minor's use or participation in these recreational activities.

X _____	X _____	X _____	
Parent/Guardian Signature	Printed Name	Today's Date	
X _____	X _____	X _____	
Parent/Guardian Signature	Printed Name	Today's Date	
X _____	Address (street address, city, state, zip code, and country)		X _____
			Phone