

Participant Agreement, Release, and Assumption of Risk

Guide: _____ Date: _____ Activity: _____ Location & Route: _____

In Consideration of the services of **Moab Desert Adventures, Inc.**, 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 "MDA"), I hereby agree to release, indemnify and discharge MDA, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

Although MDA has taken reasonable steps to provide you with equipment and skilled guides so you can enjoy an activity for which you may not be skilled, we wish to remind you; this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity.

1. I acknowledge that rock climbing, canyoneering, and/or rappelling entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, my property or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include but are not limited to: The hazards of walking on uneven terrain and slips and falls; being struck by rockfall or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning and rapid weather changes; the risks of falling off the rock; the risks of exposure to insect, reptile or animal bites; the risks of hypothermia or heat exhaustion/ sun stroke; my own physical condition; the physical exertion associated with this activity.

Furthermore, MDA guides have difficult jobs to perform. They strive for safety, but are not infallible. They may be unaware of circumstances which could contribute to the risks of the activity including: the participants fitness or abilities, the weather, the elements, the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction or fail.

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.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MDA 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 MDA's equipment or facilities, **including any such claims which allege negligent acts or omissions of MDA.**

4. Should MDA 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 law suit against MDA, I agree to do so solely in the state of Utah, and I further agree that the substantive law of the state 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 MDA 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: _____ Date: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ E-Mail: _____

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

In consideration of _____ (print minor's name) being permitted by MDA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless MDA from any and all claims which are brought by, or on behalf of the above named minor, and which are in any way connected with such use or participation by the minor.

Parent or guardian: _____ Print Name: _____ Date: _____