



PARTICIPANT'S WAIVER AND RELEASE

I, _____, (**print name**) hereinafter referred to as "Participant", herewith make the following representations, commitments, obligations, undertakings, and agreements ("Agreements") as part of the inducement offered to CASTLE VALLEY OUTDOORS, LLC, hereinafter referred to as "CVO" to provide me with guide and other services associated with activities which might include hunting, horseback riding, fishing, rafting, rock climbing, hiking, snowmobiling, traveling with ATV's and other types of motorized and non-motorized vehicles, and touring on foot or otherwise in desert and mountain terrain.

1. Participant is 18 years of age or older, of sound mind, under no undue influence, and am in control of my faculties and free from any drug or alcohol induced incapacity. Further, I am under no legal or other constraint which would prevent these Agreements from being legally binding upon me and enforceable by CVO to the maximum extent permitted by the laws of the State of Utah. If I am accompanied by any minor children or by any person who suffers from any other legal or other incapacity, which would render his or her execution of this or a similar document unenforceable ("Dependent"), I agree to be fully responsible for such person(s) and to indemnify and hold CVO harmless of and from any and all claims which are or might be claimed to be related to any acts or omissions of CVO related to the activities undertaken pursuant to this document, it being my desire and intent that CVO shall not suffer any legal, financial, or other disability as a result of any property damage, injury, or death occurring to me or any such Dependent or any property belonging thereto.

2. This document is to be construed, interpreted, and enforced in accordance with the laws of the State of Utah without regard to the conflict of laws provisions thereof. The courts of the County of Emery, State of Utah, are agreed to be the sole venue for the resolution of any disputes arising between the Participant and CVO under this document.

3. Participant for herself or himself and for his or her Dependents states that he or she is fully familiar with the services and activities Participant is requesting CVO to provide, and acknowledges that such services and activities may entail substantial risk of injury or death to Participant and Dependents, and of damage to or loss of property, including that belonging to Participant and Dependents. Participant, for himself or herself, and for his or her Dependents knowingly, willingly, and voluntarily has chosen to participate in the activities, and of her or his own free will and choice assumes for herself or himself and for her or his Dependents all of the risks associated directly or indirectly with or which are inherent in the activities.

4. Participant is fully knowledgeable and familiar with the equipment, clothing, and other items required and otherwise necessary or convenient for the safe and proper participation in the activities, and agrees and understands that Participant is responsible for providing at Participant's sole and exclusive expense all such equipment, clothing, and other items required for Participant's own safety and that of his or her Dependents. Participant also acknowledges and agrees that Participant shall be fully and solely responsible for the proper use and application of all such equipment, clothing, and other items associated with participation in the activities. The fact that CVO may provide Participant or Participant's Dependent with any item of equipment or clothing shall not relieve Participant of any responsibility or liability assumed by Participant under this document.

5. Participant is fully familiar with all federal, state, and local laws, rules, regulations, and ordinances pertaining to the activities, and agrees to strictly comply with same at all times relevant to this document. Additionally, at all times relevant to this document Participant and any Dependent shall follow and obey all lawful instructions and orders from CVO or any of its employees, managers, agents, or other representatives given for the safety, care, or well-being of Participant, Participant's Dependents, or any other person involved in or who might be impacted by the activities.

6. Participant represents that he or she and his or her Dependents are in good health and free from illnesses, special medical conditions, disabilities, and handicaps, except for those specifically noted on this document below. Any special medical or other conditions requiring special medications, treatments, or devices have been thoroughly disclosed and explained to CVO and instructions have been provided relating to the location and application of any special medications, treatments, or devices. Nevertheless, Participant acknowledges that CVO is not a medical care or other special treatment provider, and CVO has made no representations concerning its capabilities to provide or assist Participant with regard to such conditions, disabilities, or handicaps, and that CVO does not incur any responsibility for or liability to Participant or any of Participant's Dependents by virtue of any such disclosure.

7. Participant represents that Participant has obtained all insurance coverages appropriate in connection with the activities, and that any insurance coverage obtained by Participant shall be primary to any insurance coverage acquired and maintained by CVO, and Participant herewith waives any right of subrogation against CVO or any of CVO's insurance carriers. PARTICIPANT SHALL INDEMNIFY, SAVE, AND HOLD CVO, ITS EMPLOYEES, MANAGERS, OFFICERS, DIRECTORS, AGENTS, AND OTHER REPRESENTATIVES AND THEIR HEIRS, SUCCESSORS, AND ASSIGNS HARMLESS OF AND FROM ANY AND ALL COSTS, EXPENSES, CLAIMS, DAMAGES, CHARGES, AND OTHER LIABILITIES RESULTING OR WHICH MIGHT BE CLAIMED TO HAVE RESULTED FROM PARTICIPANT'S AND PARTICIPANT'S DEPENDENTS' PARTICIPATION IN THE ACTIVITIES ASSOCIATED WITH THIS DOCUMENT.

8. Participant acknowledges that there is no other agreement and that there has been no other representation made in connection with Participant's execution of this document, which would in any way alter or amend any of the representations, commitments, obligations, undertakings, and agreements made by Participant in this document. No modification, change, or amendment of this document shall be effective unless same is in writing and has been accepted by both the Participant and CVO as evidenced by their respective executions of such writing.

IN WITNESS WHEREOF, the Participant has hereunto set Participant's signature this _____ day of _____, 20_____.

Participant Signature

Phone #

Mailing Address

E-mail

City State Zip

Drivers Lic. # State

Emergency Contact Name

Emergency Phone Number