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Hiking Waiver

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS**

PLEASE READ CAREFULLY!

DEFINITIONS

The term "Operators" shall include Kanab Tour Company and its directors, employees, guides, independent contractors, and representatives. The term "Hiking" shall include all activities, services and use of facilities provided by or arranged by the Operators, including but not limited to: orientation and instruction, transportation and all other activities in the states of Utah and Arizona, United States of America, or surrounding wilderness areas. The term "Negligence" means failure of one or more of the Operators to take proper care for your safety while on a Hiking tour.

ASSUMPTION OF RISKS

I am aware that Hiking in wilderness areas involves certain risks, dangers and hazards, which include but are not limited to the following:

1. Natural Hazards: Terrain may have hidden and unforeseen natural dangers including but not limited to: trees, tree wells, tree stumps, creeks, rocks, forest deadfall, depressions, crevasses, cliffs, water ruts, and wild animals such as cougars, coyotes, venomous snakes, bear, elk, deer or any wild or domestic animal. Weather conditions may be extreme and capable of changing rapidly without notice, making travel hazardous. Landslides may occur, sometimes caused by but not limited to: natural forces, hikers, skiers, falling debris such as rocks or wood, or ATVs.
2. Man-Made Hazards: Terrain may contain man-made hazards including but not limited to: fences, mine shafts, logging debris, logging equipment, artificial road barriers, water bars, or other motorized vehicles.
3. Becoming Lost: Hikers may become lost or separated from their Hiking party or guide. Communications in the terrain may be difficult and in the event of an accident, rescue and/or medical treatment may be seriously delayed or unavailable.
4. Negligence: Death or injury may result from negligence of other Hiking participants or from negligence on the part of the Operators or their guides or employees. The Operators and their staff may fail to predict whether the terrain is safe for Hiking, or may fail to identify the presence of any of the natural or man-made hazards identified above.

AUTHORIZATION

I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

I Agree

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

I and the Operators hereby agree as follows:

1. To waive any and all claims I have or may have in the future against the Operators, arising out of any aspect of my participation in wilderness Hiking touring.
2. To release the Operators from any and all liability for any damage, injury or expense that I may suffer as a result of my presence on the Hiking tour, due to any cause whatsoever, including NEGLIGENCE, breach of contract, or breach of any statutory or any duty of care.
3. TO HOLD HARMLESS AND INDEMNIFY THE OPERATORS from any and all liability for any property damage or personal injury to any third party resulting from my participation in wilderness Hiking touring.
4. This agreement shall be in effect and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.
5. This Agreement shall be governed by and interpreted in accordance within the laws of the State of Utah; United States of America. Any litigation involving the parties to this Agreement shall be brought solely to the State of Utah; United States of America. In entering into this Agreement, I am not relying on any oral

or written statements made by the Operators in regards to the safety of wilderness Hiking touring, other than what is set forth in this Agreement.

RESPONSIBILITY OF PARTICIPANTS

I certify that I, and any minor children accompanying me, are of appropriate age and are physically able to perform these activities, and have informed Operator of any disabilities or other conditions that need their special preparation. I assume full responsibility for myself and any minor children accompanying me, for bodily injury, death, and loss of personal property as a result of inherent risks and/or my negligence in participating in these activities.

I Agree

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS HIKING TOURING, AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I WAIVE CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE OPERATORS.

December 6, 2018

Participant's Name

Test

First Name*

Test

Last Name*

Participant's Date of Birth*

1 - January 1 2000



Participant's Signature*

Email Address

kanabtourcompany@gmail.com

Email

A signed copy of this waiver will be sent to the email address you provide.

Phone Number

1234567890

Phone Number *

Test 1234567890

Emergency Contact Information - Name and Phone Number

Electronic Signature Consent*

- By checking here, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.