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Adventure OHV 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 "OHV" [Off-Highway Vehicle] shall include all activities, services and use of facilities provided by or arranged by the Operators in any way related to Off-Highway Vehicles, including but not limited to: orientation and instruction; transportation; loading and unloading OHVs; travel in or movement around OHVs; driving OHVs, and all other activities in the states of Utah and Arizona, United States of America, or surrounding wilderness areas. The term "Adventure" refers to added features of the tour which may or may not include, but are not limited to, Canyoneering and Rappelling. The term "Negligence" means failure of one or more of the Operators to take proper care for your safety while on an OHV tour.

ASSUMPTION OF RISKS

I am aware that the use of personal motorized OHVs 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 OHVs.
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:** OHVs and/or riders may become lost or separated from their OHV 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 OHV operators or from negligence on the part of the Operators or their guides or employees. OHV drivers and passengers have an increased risk of bodily harm or death. The Operators and their staff may fail to predict whether the terrain is safe for operating OHVs, 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 Adventure/OHV 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 use of or presence on the Adventure/OHV or facility, 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 Adventure/OHV 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 Adventure/OHV touring, other than what is set forth in this Agreement.
6. Utah Code, Title 41, Chapter 22, Section 37, Subsection (1) specifically states:

“An off-highway vehicle operator who is 18 years of age or older shall accept legal responsibility for injury or damage of any kind to the extent that the injury or damage results from risks inherent in the sport of off-highway vehicle use.”

RESPONSIBILITY OF PARTICIPANTS

I agree to handle the OHV machines with care and caution as instructed by the Operators. I understand that if I incur any damage to the OHVs, I am responsible to purchase the OHV OR pay for the damages incurred. The Operators will determine at their discretion how the OHVs will be repaired. **I understand and agree that if I am responsible for an accidental or purposeful ROLLOVER of an OHV, I will be charged a \$1,000 Rollover Fee* PLUS the cost of any damages incurred. NO EXCEPTIONS.**

I Agree

VEHICLE DAMAGE RESPONSIBILITY AGREEMENT

You are entering this Agreement knowing that you and you alone will be responsible for any major damage to the OHV cosmetically, structurally or mechanically due to any misuse of the OHV. This misuse can be from negligence due to your own inexperience or negligence even if you are experienced. OHVs are intended to be driven safely and responsibly; it is at the Guide's sole discretion to change drivers or stop the tour at any time.

I Agree

By my signature, I have been advised that any **ROLLOVER FEES*** incurred by **ANY MEMBER OF OUR GROUP**, regardless of relationship, will be charged to the credit card(s) on file.

I Agree

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ADVENTURE/OHV 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.

August 24, 2019

Participant's Name

Test

First Name*

Test

Last Name*

Participant's Date of Birth*

1 - January 1 1970



Participant's Signature*

Email Address

test@gmail.com

Email

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

Phone Number

1234567890

Phone Number *

Driver Information

**A valid driver license (no permit) is required to drive the OHV.
Enter driver license information below for the adult driver.**

Will you be driving the ATV?*

- No
 Yes

Test 987654321

State or Country where Driver License is Issued

123456789

Enter your Driver License Number

All Participants will be offered a Safety Helmet and Safety Goggles.

Emergency Contact

Test Test

Emergency Contact

1234567890

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.