

**HCR RAFTING, LLC D.B.A. HIGH COUNTRY ADVENTURE/RAFTING**

**OUTDOOR ADVENTURE WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT, EQUIPMENT RENTAL AGREEMENT (“AGREEMENT”)**

**\*\*\*PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS & RENTAL AGREEMENT\*\*\***

Participants Name(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Age(s) of Participant: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**1. Definitions.** The person who is participating in Rafting, Kayaking, Tubing or other Activity shall be referred to as “Participant”. “Undersigned” means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant’s parent or legal guardian when the Participant is under the age of 18. “Released Parties” mean HCR RAFTING, LLC (“HCR”), Canyon Riverfront LLC, Frazier Park, Deer Creek State Park, The State of Utah, DNR, Utah Division of Parks and Recreation, DWR, The Utah Dept. of Public Safety and The Provo River Water Users Association, The U.S Bureau of Reclamation and any of its respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders.

The “Activity” means taking part in rafting, kayaking, tubing, stand-up paddle-boarding, boating, paddling, fishing, swimming, wading, hiking, zipline, atv, ropes course, climbing on rocks and slopes, portaging and traveling to and from Activity site(s), activities on or the use of facilities of Released Parties, and the use of Released Parties’ equipment.

**2. Risks of Activity.** Undersigned agree and understand that taking part in the Activity can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH TO PARTICIPANT AND OTHERS.** Undersigned acknowledge that the Activity is inherently dangerous with unknown and unanticipated risks and fully realize the dangers of participating in the Activity. The risks and dangers of the Activity include, but are not limited to: drowning, cardiac arrest, being thrown from raft, kayak, tube, SUP, any of these water craft capsizing, becoming entrapped in rocks, branches, trees or bridge pillars causing drowning or other injury, hypothermia, cold water immersion, reaction to cold water, difficulty in rescue and injuries caused by poor decisions or mistakes made by others including guides and other participants, choice of difficulty of rapids or water level, errors in food storage or preparations, wild animals, insects and poisonous plants, hidden underwater obstacles, trees or above water obstacles, coming into contact with equipment, slippery terrain and falling, changing and unpredictable currents, holes, exposure, improper use of or lack of equipment, jumping or falling off rocks, carrying rafts and other equipment, dehydration, heat exhaustion, sunburn, extreme physical demands and exertion, exhaustion, lack of or difficulty in instruction, lack of or difficulty in communication, lack of or inaccessible medical attention or equipment, defective equipment, misuse of equipment, choice of course or Activity, negligence or poor decisions of guides, the conduct of other participants or third parties, changing weather or water conditions, Participant’s poor health or physical condition, known or latent health conditions (including cardiac conditions), mental distress or panic from exposure to any one of the above, misunderstanding or underestimation of risks and abilities.

**UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.**

**3. Release, Indemnification, and Assumption of Risk.** In consideration of the Participant being permitted to participate in the Activity and use HCR’s equipment, Undersigned agree as follows:

(a) **Release.** **UNDERSIGNED, ON BEHALF OF HIM OR HERSELF, THE PARTICIPANT, AND HIS OR HER SPOUSE, AND ANY OF THEIR CHILDREN, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES** with respect to any and all claims and causes of action of any nature whether currently known or unknown, suspected or unsuspected, asserted or unasserted, which Undersigned, or any of them, have or which could be asserted on behalf of Undersigned in connection with Participant’s participation in the Activity, including, but not limited to, claims of negligence, negligence per se, negligent misrepresentation, other tort claims, premises liability, breach of warranty, breach of fiduciary duty, statutory violations, breach of contract and wrongful death.

(b) **Indemnification.** Undersigned, on behalf of him or herself, the Participant, and his or her spouse, and any of their children, heirs, executors, personal representatives, successors and assigns, hereby agree to indemnify, defend, reimburse, compensate, and hold harmless the Released Parties from and against any and all liability, costs, causes of action, claims of any kind, property loss, medical bills, loss of income, expenses, attorney’s fees, liens, subrogation rights, claims for indemnification, and all other damages of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, and from any suits, claims or demands, known or unknown,

suspected or unsuspected, asserted or unasserted, including, but not limited to, legal fees and expenses whether or not in litigation, arising out of or related to Participant's participation in the Activity. Such obligation on the part of Undersigned shall survive the period of Participant's participation in the Activity.

**(c) Assumption of Risk.** Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that **INJURIES AND/OR DEATH** may result from participating in the Activity, including, but not limited to, the acts, omissions, representations, carelessness, and negligence of the Released Parties. Undersigned acknowledge that participation in the Activity is voluntary and that Undersigned can choose not to participate in the Activity. Undersigned represent and acknowledge the nature of the Activity and the Participant's experience and capabilities, and believe that the Participant is in good health and in proper physical and mental condition to participate in the Activity, yet there is a possibility that Undersigned may underestimate his/her own abilities, and may have physical or mental conditions that may increase chances of injury or death. By signing this document, Undersigned recognize that property loss, injury and death are all possible while participating in the Activity.

**RECOGNIZING THE RISKS AND DANGERS, UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE TO PARTICIPATE AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT KNOWN, DESCRIBED ABOVE, INHERENT, OR OTHERWISE.**

**4. Minor Acknowledgment.** In the case of a minor Participant, Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents he/she is at least 18 years old. If signing as the parent or guardian of a minor Participant, signing adults represent that they are the minor's legal parent or guardian.

**5. Medical Care.** Undersigned authorize the Released Parties and/or their authorized personnel to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed and it is possible to call for medical care for Participant or transport Participant to a medical facility or hospital. Undersigned agree to pay all costs associated with such medical care and related transportation. Notwithstanding the foregoing, Undersigned acknowledge that the Released Parties are not medical or rescue professionals nor are they trained in medical treatment beyond basic first aid.

**6. Miscellaneous.** Undersigned further agree and understand: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of UTAH without regard to the conflicts or choice of law principles thereof, and any dispute between Undersigned and the Released Parties shall be subject to the exclusive jurisdiction and mandatory venue of the federal or state courts situated in the State of Utah and Undersigned consents and submits to the jurisdiction and mandatory venue of such courts; (c) **THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDES ANY AND ALL PRIOR CONTRACTS, ARRANGEMENTS, COMMUNICATIONS, OR REPRESENTATIONS, WHETHER ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF INCLUDING BUT NOT LIMITED TO ANY OTHER REPRESENTATIONS ABOUT THE ACTIVITY ITSELF OR SAFETY OF THE ACTIVITY;** (d) Undersigned is voluntarily and fairly entering into this Agreement. Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of Undersigned that this agreement shall be binding upon the assignees, subjugators, distributors, heirs, next of kin, executors and personal representatives of Undersigned and/or Participant.

**7. Gear Rentals.** If Undersigned agree to participate in the Activity without using a guide provided by HCR, Undersigned agree to pay in full to HCR any damages to or the costs to cover the complete replacement, at retail price, of equipment rented to Undersigned. Undersigned also agree that he/she/they will not allow any other individual to use any of HCR's equipment unless he/she has signed this Agreement.

**I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT & RENTAL AGREEMENT AND UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY ITS TERMS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST. IT IS MY INTENTION TO EXEMPT AND RELIEVE ALL PARTIES FROM LIABILITY FOR PERSONAL INJURY, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.**

Signature of Participants:  X \_\_\_\_\_ X \_\_\_\_\_

Signature of Participants:  X \_\_\_\_\_ X \_\_\_\_\_

Signature of Parent or Guardian (if less than 18 years of age, please print name of minors)

Minor's Name(s) \_\_\_\_\_, \_\_\_\_\_ Parent or Guardian (informed consent) \_\_\_\_\_