

Assumption of Risk and Waiver of Liability

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ASSUMPTION OF RISK AND WAIVER OF LIABILITY AGREEMENT IMPORTANT: PLEASE READ CAREFULLY BEFORE SIGNING THIS WAIVER OF LIABILITY. THIS IS A BINDING LEGAL AGREEMENT AND BY SIGNING IT YOU ARE WAIVING CERTAIN LEGAL RIGHTS.

RELEASE OF LIABILITY: In consideration of the services provided and permission to participate in tours, excursions and related activities (Collectively "Activities") conducted by Moab Luxury Coach, Inc. DBA Utah Luxury Tours, I hereby covenant (agree) not to sue and do release Moab Luxury Coach, Inc. DBA Utah Luxury Tours and their affiliated companies, subsidiaries, insurance companies, successors in interest, agents, employees, guides, volunteers, representatives, assignees, officers, directors, investors, and shareholders (collectively "ULT") from any and all liability, claims, demands, actions and causes of action whatsoever related to any injury, death, property damage, theft, or loss, in whole or in part, that arises from participation in the Activities whether sustained as a result of the ULT negligence and regardless of whether the possibility to sustain such injuries was considered, apparent, or known at or before the time of the injury.

ASSUMPTION OF THE RISK: Although ULT has taken reasonable steps to provide me with appropriate equipment and skilled guides so that I may enjoy a specific Activity, ULT has informed me that there are certain risks that are inherent that cannot be eliminated completely. I understand that the Activities offered by ULT may be physically demanding, dangerous and involve risks of injury or death. Such risks include, but are not limited to changes in terrain, sharp rocks, debris, wild animals, inclement weather, equipment misuse, equipment failure, fatigue, heat exhaustion, dehydration, dizziness, tripping, slipping, falling, scratches, cuts, bruises, concussions, failure to control one's ability, failure to know one's limitations, paralysis and/or death. I recognize and understand that injuries are a common and ordinary occurrence involved in outdoor recreational Activities and I voluntarily assume full responsibility for any risks of loss, property damage, personal injury, including death that may be sustained by me as a result of participation in the Activities whether or not listed above.

PHYSICAL HEALTH: I represent that I am in good physical condition, not pregnant and free from known heart, respiratory or other health problems that could limit or prevent me from safely participating in the Activities. If I have a known medical condition, I also represent that I have consulted with my medical health care provider and have been cleared to participate in the Activities.

MEDICAL ASSISTANCE AND COVERAGE: I understand that ULT is under no duty or obligation to seek medical attention for a sick or injured participant. However, should ULT choose to call for such services on my behalf, I hereby expressly authorize and give consent for ULT to obtain emergency services for me.

INSURANCE: I represent that I have medical insurance and otherwise agree to be personally responsible for all costs of any emergency or other medical care that I may receive while engaging in Activities. I also

agree to indemnify, release, waive, and hold harmless ULT from the cost of any medical care that I receive as a result from participation in the Activities whether requested by ULT or me.

INDEMNIFICATION: I agree to indemnify, defend, and hold harmless ULT from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorney's fees) due to, arising out of, or related in any way to your participation in the Activities.

SEVERABILITY: In the event that any section of this waiver is deemed unlawful, void, or unenforceable then that provision will be severed from this agreement and shall not affect the validity or enforceability of the remaining provisions.

APPLICABLE LAW, VENUE AND FORUM: Any dispute that arises from participation in the Activities and/or this waiver will be governed by these terms and the laws of the State of Utah and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Any lawsuit or arbitration, if any, by myself or ULT against the other will occur in state or federal court in Salt Lake City, Utah. ULT and I agree that the jurisdiction and venue of these courts is exclusive.

ARBITRATION: I agree to arbitrate all disputes arising from this agreement. **Arbitration prevents you from suing in court and having a jury trial.** I also agree that any arbitration will occur in Salt Lake City, Utah, and will be conducted confidentially by a single arbitrator in accordance with the rules of American Arbitration Association.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE ON BEHALF OF MYSELF AND/OR MY CHILD TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND. I HAVE READ THE ABOVE, BEEN GIVEN THE OPPORTUNITY TO ASK QUESTIONS, CONSIDERED ITS EFFECTS, UNDERSTAND ITS CONTENT, AND AGREE TO THE TERMS AS STATED ABOVE.

Participant Signature Date _____

Printed Name Name of Emergency Contact and Relationship to Participant:

Emergency Contact Phone Number: _____

If Participant is a minor under the age of eighteen (18) this section must also be signed:

MINOR PARTICIPANT INFORMED CONSENT: I, the undersigned minor, am the participant whose initials are below. I represent that I have read and understand this Assumption of the Risk and Waiver of Liability document and agree to abide by its policies and obey the warnings and instructions given to me by ULT. I understand that my participation in the Activities may include strenuous physical activity, exposure to outdoor conditions, and physical contact with other participants. My participation in the

Activities may expose me to certain foreseeable and unforeseeable risks of injury and/or death. Knowing of these risks, I freely and voluntarily choose to participate in the Activities.

Minor Participant's Initials _____

SIGNING ON BEHALF OF A MINOR: By signing below I represent that I am the parent or legal guardian of the participant named below and that the minor participant shall be bound by the terms of this agreement. By signing this agreement I also represent that I am at least 18 years of age, fully competent, that I have read the foregoing Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from this Agreement have been made.

Signature of Parent/Guardian

Printed Name of Parent/Guardian
