AGREEMENT TO ASSUME ALL RISKS; RELEASE OF LIABILITY/ AGREEMENT NOT TO SUE & TO INDEMNIFY

Please read this contract carefully. It releases Wild West Voyages LLC from liability and waives certain rights.

In consideration of being permitted to utilize rental equipment and a shuttle provided by Wild West Voyages LLC (hereinafter "WWV"), to participate in unguided water sports, I, the Participant, (or if the Participant is under the age of 18, I, on the Participant's behalf) understand, acknowledge, and contractually agree as set forth below (the "Agreement"):

1. Acknowledgement of Dangers and Risks: I understand, acknowledge, and agree that utilizing rental equipment and a vehicular shuttle to participate in unguided water sports experiences (hereinafter collectively and individually the "Activity"), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.** I understand, acknowledge, and agree that participating in the Activity involves certain inherent dangers and risks that cannot be eliminated or controlled by WWV, the presence of which are integral to the adventurous nature of the Activity. I further understand, acknowledge, and agree that WWV is not responsible for informing Participant of or specifically identifying such inherent dangers and risks of the Activity, and that my participation in the Activity and my use of gear and equipment owned and rented or otherwise made available to me by WWV, including protective gear or safety equipment (collectively hereinafter, "WWV Gear"), is purely voluntary and undertaken of my own accord and desire.

2. Acknowledgement of Limitations of Equipment: I acknowledge and agree that any and all equipment that Participant may rent or borrow from WWV may malfunction, fail, not fit properly, or otherwise not function as intended. I understand that WWV makes no promises or warranties, express or implied, as to any matter related to my use of the WWV Gear, and it is my responsibility to inspect the WWV Gear prior to my use of the same. I acknowledge and agree that **a)** wearing a personal flotation device ("PFD") is mandatory at all times while on the water; **b)** I am responsible for selecting the proper size PFD and fitting it to my body; **c)** WWV has helmets available for use; and **d)** although a PFD and helmet may be provided, this equipment is no guarantee of my safety, and such equipment may not protect me from all injuries, including the types of injuries that the PFD or helmet is designed to prevent. I understand that if I do not wear a personal flotation device, helmet, or other personal protective equipment, I am taking full responsibility for these choices. I understand that if I provide my own equipment (including my own PFD), I am responsible for its suitability, maintenance, use, and fit. I acknowledge that not all conceivable safety equipment is included in the rental, and that Participant must supply any safety equipment they deem advisable or necessary for the Activity.

3. Assumption of Risk: I acknowledge and agree that I am choosing to take part in the Activity despite the dangers and risks of doing so and freely choose to accept the risks of participating in the Activity. I recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activity. I expressly acknowledge and assume all risks, dangers, and consequences of my participating in the Activity and of using WWV Gear, known or unknown to me, that may result in physical or emotional injury, property damage or loss, or death.

4. Participant's Responsibilities and Representations: I represent that I am physically and mentally capable of participating in the Activity and acknowledge and agree that it is my sole responsibility to determine if any known or unknown health condition I may have could negatively impact my safety or health during the Activity. Further, I represent that I have the right and obligation and have had full opportunity to independently research the risks of participating in the Activity and my assumption of those risks. I understand that paddling or rowing my own watercraft or tandem kayak carries heightened and additional risks to those assumed by a Participant in a guided boat and that the inherent risks of the trip are heightened and enhanced by the fact that the watercraft by which the Participant will be traveling will not be controlled by an experienced guide who is familiar with the river, the rapids on a river, and the dynamic nature of river conditions. I acknowledge that when paddling or rowing my own watercraft or tandem kayak all risks inherent to traveling by watercraft are heightened, and the risk of injury or death is correspondingly higher. I am not relying on any prior oral, written, or visual representations made by WWV, including in any website or promotional materials, to induce me to participate in the Activity. **WITH ALL OF THE FOREGOING IN MIND, I ASSUME FULL RESPONSIBILITY FOR MY OWN SAFETY.**

5. Release of Liability and Agreement Not to Sue: Fully understanding the foregoing paragraphs, and in exchange for WWV's agreement to allow the Participant to participate in the Activity, **I HEREBY AGREE NOT TO SUE WILD WEST VOYAGES LLC, GROGLAND LLC,** their affiliated companies, parents, and subsidiaries, or any of their respective owners or managers, board members, volunteers, agents, employees, contractors, representatives, shareholders, officers, directors, affiliated organizations or companies, insurance carriers, successors in interest, and assignees (each hereinafter a "Released Party") for any property damage, injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. By signing this Agreement, I am releasing any right to make a claim or file a lawsuit against any Released Party. I agree to hold harmless and release each and every Released Party from any and all liability and/or claims or causes of action for injury or death to persons or damage to property arising from Participant's participation in the Activity, **INCLUDING, BUT NOT LIMITED TO THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** or breach of any contract, premises liability, and/or express or implied warranty claims, (but not gross negligence, recklessness, or willful misconduct).

_____ Initials

6. Agreement to Indemnify: I agree to **INDEMNIFY (REIMBURSE)** each Released Party from and for any and all claims of the undersigned Participant and/or a third party arising in whole or in part from Participant's participation in the Activity, including claims based on negligence or any other cause of action except gross negligence. In other words, if Participant and/or anyone on Participant's behalf files any lawsuit or brings any claim for injury or damage against any Released Party, including claims for negligence or any other cause of action except for gross negligence, undersigned will be required to pay back to each and every Released Party or Parties all sums of money incurred by or paid by or on behalf of the Released Party or Parties on account of the bringing of such suit or claim, including all attorneys' fees and costs.

7. Medical Authorization, Release, and Indemnification: I hereby a) authorize the Released Parties to undertake any emergency medical care for Participant; b) authorize any Released Parties and/or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; c) agree that, following Participant's transport to any such medical facility or hospital, the Released Parties shall not have any further responsibility for Participant; d) agree to pay all costs associated with the medical care and related transportation provided for the Participant; and e) shall indemnify and hold harmless (as set forth in section 6, above) any Released Party from any and all liability and/or claims associated with such medical care and/or related transportation.

8. Application of Agreement to Minor Participants: In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am not only signing this Agreement on my own behalf, but that I am signing on behalf of the minor, and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, I understand that I am also waiving certain rights on behalf of the minor that the minor otherwise may have. I agree that, but for the foregoing, the minor Participant would not be permitted to participate in the Activity, and I sign this document out of a desire to have the Participant be allowed to participate in the Activity. I represent that I am a **legal** parent or guardian of the minor Participant and authorized by law to execute a legally binding contract on behalf of the minor, and I will indemnify the Released Parties for any damage caused to them if this representation is false.

9. Representation of Capacity to Contract, and Acknowledgement That Agreement is a Binding Contract: I represent that I am at least 18 years of age, and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributees, heirs, next of kin, executors, and personal representatives, and those of the minor Participant.

10. Agreement to Application of Utah Law and Selection of Forum: I agree that any and all claims directly or indirectly arising from or related to this Agreement, including any and all tort or contract claims arising from my participation in the Activity shall be governed by Utah law, and that the exclusive jurisdiction for any claim shall be in the Seventh Judicial District Court, Grand County, Utah without regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction's conflicts of laws analysis.

11. Miscellaneous Provisions: I agree that WWV may utilize my photograph or video of me participating in the Activity for any purpose, and that any such image is the property of WWV. If any sentence, clause, paragraph, or section of this Agreement is declared unenforceable, the remainder shall continue in full force and effect, and I expressly agree that I intend that it be admissible as evidence in any lawsuit arising out of my participation in the Activity. This Agreement can be modified only in writing, and it supersedes and replaces any prior WILD WEST VOYAGES PARTICIPANT RELEASE OF LIABILITY ASSUMPTION OF RISK AGREEMENT or PARTICIPANT RELEASE OF LIABILITY - FAMILY / GROUP ASSUMPTION OF RISK AGREEMENT I have signed. An electronic signature or acknowledgment of agreement upon this contract is fully binding and enforceable, and a copy of this executed Agreement may be used as if it is the original. I agree that WWV is not a common carrier. I understand and agree that if any WWV Gear is lost or damaged during the Activity, regardless of whether the loss or damage to the WWV Gear was my fault or the fault of another, I am responsible for the cost of the replacement or repair of the lost or damaged WWV Gear. WWV will determine, at its sole discretion, whether damaged gear is to be repaired or replaced.

I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY MINOR CHILD MAY OTHERWISE HAVE. I AGREE TO BE FULLY BOUND BY THE TERMS OF THIS AGREEMENT.

_____	_____	_____
Signature	Printed Full Name	Date

If signing on behalf of a minor, printed full name of minor Participant: _____

_____ Initials