

## **Arapeen UTV Ride**

### **PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of Fairview City, Sanpete County, their officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as the "City and County"), I hereby agree to release, indemnify, and discharge the City and County on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my going on a guided UTV tour, entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: There is the possibility of rough terrain; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; it is possible that riders could be injured if they come into contact with other passengers or equipment; injuries can be sustained from the trail, equipment or from items on the trail such as holes, bumps, ruts, obstacles, tree limbs and branches or rocks; major injuries are a risk as are bruises, burns, sprains, musculoskeletal injuries including head, neck, and back injuries; injuries to internal organs; loss of fingers or other appendages; the negligence of participants, or other persons who may be present; travel in remote areas; exposure to the elements of the outdoors and natural surroundings which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, heat stroke, sunburn, dehydration, accidental drowning and highway or roadway vehicles; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; further, passengers can be thrown off the vehicle which can result in any of the above events occurring; accidents involving other vehicles; collision with fixed or movable objects; collisions, and flipping over; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; the machine itself may fail; and accidents can occur getting in or out. Additionally, fatigue, chill and/or dizziness may diminish my/our reaction time and increase the risk of an accident.

Furthermore, City and County employees and volunteers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, other environmental conditions or the terrain. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I acknowledge that there will be refreshments provided as part of the activity, and that I am under no obligation to participate in consuming such refreshments, and that if I do so, I do so at my own risk.
3. I expressly agree and promise to accept and assume all of the risks existing in the activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I agree to obey all traffic laws and rules provided by the City and County.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the City and County from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity, including any such claims which allege negligent acts or omissions by the City and County.

5. Should the City and County or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
7. I hereby give the City and County the irrevocable right to use my name, picture, photograph, portraits, visual likeness, or voice in all forms and media in all manners, including photo, film, audio and video representations, for non-profit, public purposes, and I hereby waive any right to inspect or approve the finished product that may be created in connection therewith.
8. In the event that I file a lawsuit against the City and County, I agree to do so solely in the state of Utah, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of the agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing up for this ride, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found liable by a court of law and to have waived my right to maintain a lawsuit against the City and County on the basis of any claim form which I have released them herein.

I understand that NO Drugs or Alcohol shall be consumed prior to or during the activity.

I have had sufficient opportunity to read this entire document.

I have read and understood it. and I agree to be bound by its terms.