

BIG ROCK ADVENTURE WAIVER



COVENANT OF GOOD FAITH

I recognize that BIG ROCK ADVENTURE will operate under covenant of good faith and fair dealing but may find it necessary to terminate an activity due to forces of nature, medical necessities, or other problems; and/or refuse or terminate, the participation of any person BIG ROCK ADVENTURE judges to be incapable of meeting the rigors or requirements of participating in the activity. BIG ROCK ADVENTURE is not responsible for lost, stolen, or damaged personal property of the participant. Furthermore, any participant breaking any law or safety warning provided by BIG ROCK ADVENTURE will forfeit any remaining activity time. BIG ROCK ADVENTURE will not provide any refunds for reduced activity time. Furthermore, BIG ROCK ADVENTURE employees 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 or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

WAIVER AND ASSUMPTION OF RISK

I voluntarily make and grant this Waiver and Assumption of Risk in favor of BIG ROCK ADVENTURE as consideration for the opportunity to use the facilities, equipment, materials, and/or other assets of BIG ROCK ADVENTURE; and /or to engage in the activities, events, sports, festivities, and/or gatherings sponsored by BIG ROCK ADVENTURE. I do hereby waive and release any and all claims whether in contract or of personal injury, bodily injury, property damage, damages, losses, and/or death that may arise from my aforementioned use or receipt, as I understand and recognize that there are certain risks, dangers, and perils connected with such use and/or receipt, which I hereby acknowledge have been fully explained to me and which I fully understand, and which I nevertheless accept, assume, and undertake after inquiry and investigation of extent, duration, and completeness wholly satisfactory and acceptable to me.

I further agree to use my best judgment in undertaking these activities, use, and/or receipt and to adhere to all safety instructions and recommendations, whether oral or written. I hereby certify that I am a competent adult assuming these risks of my own free will on behalf of myself and/or my children. This Waiver and Assumption of Risk is effective on date signed, and/or for dates in the future if multiple day activities are participated in, and may not be revoked, altered, amended, rescinded, or voided without the express prior written consent of BIG ROCK ADVENTURE.

In consideration of BIG ROCK ADVENTURE furnishing services and /or equipment to enable me to participate in the High Ropes Course/Zipline/Rock Climbing Wall/Whitewater Rafting/Kayaking/Float Trips/Mountain Bikes/Hiking/Team Building and any other activity in which I am participating and allowing me the use of part of the BIG ROCK ADVENTURE facility and adjacent property, I agree to all the terms and conditions contained in this entire document.

Safety Pledge: I agree that I will participate in a safety briefing before participating in any activity that will be given by a BIG ROCK ADVENTURE employee covering the BIG ROCK ADVENTURE safety rules and fully understand that by signing below, I agree to abide strictly by these rules. I also agree to correctly wear my helmet, harness, life jacket, or any other safety gear provided, at all times while on the designated climbing area, ropes course, Zipline, trail, river, or in or on any area while participating in the activity. I will remove them only when instructed by a BIG ROCK

ADVENTURE trained employee that it is safe to remove them. **I also agree not to be under the influence of alcohol or under the influence of any drugs that can affect my judgment, perception, or physical movement while participating in any and all activities.**

Although BIG ROCK ADVENTURE has taken reasonable steps to provide me with appropriate equipment and skilled guides so that I can enjoy an activity for which I may not be skilled, BIG ROCK ADVENTURE has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of this activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment or accidental injury, illness, or in extreme cases, permanent trauma or death. BIG ROCK ADVENTURE does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks:

RIVER TRIPS/RAFTING: Participation may result in all manner of injury/illness resulting from bumps/jarring/coming into contact with other participants and/or equipment, or from items in the area such as obstacles, tree limbs, branches, rocks and other debris. Major injuries are a risk as are bruises and sprains. Participants can fall out of the raft/kayak/boat which may result in any of the injuries described on this page. Participants accept the following unanticipated, inherent risks associated with rafting; drowning, broken bones, sprains, lacerations, snake bites, scorpion stings, bee sting, insect bites, and other injuries or illness.

ROPES COURSE/ZIPLINES/CLIMBING WALLS: Participation may result in all manner of injury/illness resulting from falling off the climbing wall, mountain faces, or ropes course or hitting rock faces and projections whether permanently or temporarily in place or on the floor. Participation may result in: **1)** Rope abrasion, entanglement and other injuries resulting from activities on or near the rock climbing wall, zipline, rappelling, or ropes course such as, but not limited to, climbing, belaying, lowering on rope, and any other rope techniques; **2)** injuries resulting from fallen climbers, other participants, or dropped items, such as, but not limited to, ropes, climbing hardware, and dropped or broken holds, paintball equipment; **3)** cuts and abrasions resulting from skin contact with the climbing wall, ropes course, or zipline; **4)** Participation may result in injuries including broken bones, sprains, bruises, and more serious injuries including paralysis or death, eye injuries, and other unforeseeable incidents. Failure of ropes, slings, bolts, chains, climbing hardware, anchor points, or any part of the climbing wall structure, ropes course structure, or zipline structure can occur.

I fully understand and acknowledge that:

1. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate with full acknowledgment of the risks inherent in the activity.

2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless BIG ROCK ADVENTURE from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of BIG ROCK ADVENTURE's equipment or facilities, **including any such claim which allege negligent acts or omissions of "BIG ROCK ADVENTURE"**.

3. I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify BIG ROCK ADVENTURE and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise from my activity at the BIG ROCK ADVENTURE facility whether caused or contributed to, in whole or in part, by the negligence of BIG

ROCK ADVENTURE, its agents, employees, officers or representatives. I specifically understand that I am releasing, discharging, and waiving any claim or cause of action that I may have presently or in the future against BIG ROCK ADVENTURE, its agents, employees, officers or representatives arising from my activity at the BIG ROCK ADVENTURE facilities and adjacent properties.

4. I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that **I have responsibilities as a participant**. I acknowledge that the staff of *BIG ROCK ADVENTURE* has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

5. I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of these inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified and as a result of my negligence in participation in this activity.

6. Should BIG ROCK ADVENTURE 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.

7. I certify 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.

8. In the event I file a lawsuit against BIG ROCK ADVENTURE, I agree to do so solely in the state of Utah, and I further agree that the substantive law of Utah shall apply that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against BIG ROCK ADVENTURE on the basis of any claim from which I have released them herein. 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.

Participant Name _____ Participant Signature _____ Date _____

Must complete below section for participants under the age of 18.

The undersigned parent or guardian has read the above Waiver, agrees to its terms and hereby gives permission for the above named minor to participate in the activities at Big Rock Adventure and hereby gives Big Rock Adventure permission to authorize medical treatment as may be deemed necessary for the child named above while participating in any Big Rock Adventure activities.

Signature of PARENT/GUARDIAN _____