

**CANYON VOYAGES ADVENTURE CO.**  
**PARTICIPANT AGREEMENT, RELEASE OF RESPONSIBILITY, ACKNOWLEDGEMENT OF RISKS**  
(Minor Only)

TRIP: Fisher Towers Full-Day Rafting

DATE: Friday, July 15, 2011

In consideration of the services of Canyon Voyages Adventure Co. and it's agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, (hereinafter collectively referred to as the COMPANY), I hereby agree to release, discharge, and indemnify the COMPANY on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- 1) \_\_\_\_\_ I ACKNOWLEDGE THAT RIVER RAFTING, KAYAKING, HIKING AND OTHER OUTDOOR ACTIVITIES ENTAIL KNOWN AND UNANTICIPATED RISKS WHICH COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY, PARALYSIS, DEATH, DAMAGE TO MY CHILD, TO PROPERTY, OR TO THIRD PARTIES. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities.

The risks include, but are not limited to jolts, bounces, and injury from impacts with equipment, participants or rocks. Ropes could entangle a person causing injury, drowning or death. Boats could turn over or participants could be washed overboard. Participants can slip or fall during a hike or entering or exiting a boat. Exposure to the natural elements can be uncomfortable and/or harmful and may cause sunburn, heat exhaustion, heat stroke, and dehydration. Prolonged exposure to cold water can result in hypothermia which may lead to death.

Furthermore, I understand that guides have difficult jobs to perform. They seek safety but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction. I understand that any route or activity chosen as a part of this outdoor adventure may not be the safest but has been chosen for its interest and challenge.

- 2) \_\_\_\_\_ I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE COMPANY or others, and ASSUME FULL RESPONSIBILITY FOR MY CHILD'S PARTICIPATION; and,
- 3) \_\_\_\_\_ I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS the COMPANY from any and all claims, demands, or causes of action, which are in any way connected with my child's participation in this activity or his/her use of equipment or facilities, including any such claims which allege negligent acts or omissions of the COMPANY.
- 4) \_\_\_\_\_ Should the COMPANY 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.
- 5) \_\_\_\_\_ I certify that I have adequate insurance to cover any injury or damage my child may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that my child has no medical or physical conditions which could interfere with his/her safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
- 6) \_\_\_\_\_ I hereby grant permission to the COMPANY to make photographs and/or other images of my child's/children's participation in this trip without recourse or compensation to me.
- 7) \_\_\_\_\_ I understand that these activities are in remote wilderness areas and there is no immediate medical care available. The COMPANY does not carry EPI pens or Epinephrine or provide cell or satellite phones.
- 8) \_\_\_\_\_ The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which Canyon Voyages Adventure Co. or its agents is a party shall be Grand County, Utah.

**OVER FOR ADULT SIGNATURE OF ACCEPTANCE AND PARENT/GUARDIAN'S ADDITIONAL  
INDEMNIFICATION**

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS ABOUT THIS AGREEMENT AND MY QUESTIONS HAVE BEEN FULLY ANSWERED. I UNDERSTAND THAT IF I DISAGREE WITH THE TERMS OF THIS AGREEMENT I HAVE THE OPTION OF NOT ALLOWING MY CHILD TO PARTICIPATE IN THE ACTIVITY. WITH FULL UNDERSTANDING OF THIS AGREEMENT I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

**CANYON VOYAGES ADVENTURE CO.  
PARENT OR GUARDIAN ADDITIONAL INDEMNIFICATION**

(Must be completed for participants under the age of 18)

IN CONSIDERATION OF THE MINOR CHILD LISTED BELOW being permitted by Canyon Voyages Adventure Co. (the COMPANY) to participate in activities and to use equipment and facilities, I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS the COMPANY FROM ANY AND ALL CLAIMS which are brought by, or on behalf of the Minor and which are in any way connected with the participation of the child listed below in the COMPANY's activity.

By my signature below, I confirm that I am the parent or legal guardian of the listed child who will participate in the COMPANY's activity. I sign this Agreement with complete understanding of its provisions, and believe it is in the best interests of my child to participate in the activity.

PLEASE PRINT THE NAME OF MINOR PARTICIPANT BELOW:

1) \_\_\_\_\_  
First & Last Name

\_\_\_\_\_  
Parent/Legal Guardian Signature

\_\_\_\_\_  
Date