

REGISTRATION FORM

Please Print Neatly

TRIP DATE: _____

NAME: _____ AGE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE (DAY): _____ EMAIL: _____

In Case of Emergency. Contact:

NAME: _____ RELATIONSHIP: _____

PHONE (DAY): _____ (EVE): _____

Do you have any medical conditions? YES NO

IF yes, please explain: _____

COVENANT OF GOOD FAITH

I recognize that Adventure Glide, LLC., (hereinafter referred to as provider) provider of services, 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 Tour Operator judges to be incapable of meeting the rigors or requirements of participating in the activity. Provider is not responsible for lost, stolen or damaged personal property of the participant. Furthermore, any participant breaking any law or safety warning provided by Provider will forfeit any remaining activity time. Provider will not provide any refunds for reduced activity time.

FINANCIAL RESPONSIBILITY AGREEMENT

I agree to pay for any equipment that I damage or lose, as a result of improper operation and/or failure to follow Guide Instructions.

Desert Tortoise Provision

I understand that if I encounter a Desert Tortoise at any time during my activity, I am to notify Tour Leader immediately. I understand that I am not to move, harass, intimidate, or touch a Desert Tortoise and that failure to follow this rule may result in fines up to \$25,000.

ATV Operating Instructions

- ◆ Severe injury or death may result from improper operation of this ATV.
- ◆ Read this handout and all warning labels on the ATV and follow the operating procedures described herein and by your guide.
- ◆ Helmet and Goggles MUST be worn at all times during operation.
- ◆ Never consume alcohol or drugs before or during ATV operation.
- ◆ Never operate at excessive speeds; always travel at a speed that is proper for the terrain, visibility, operating conditions and your experience.
- ◆ Always keep both hands on the handlebars and feet on footsteps during operation.
- ◆ Always be alert for changing terrain conditions (ruts, dips, rocks, sand, overhead obstacles, branches, water, turns).
- ◆ Stay in line during the tour. Do not overtake riders in front of you.
- ◆ Never carry passengers.
- ◆ Always maintain a safe following distance of 4 ATV Lengths (minimum of 20 feet).

This activity is a SIGHTSEEING TOUR-NOT A RACE OR MOTOCROSS EXPERIENCE.

Anyone found to be riding at a high rate of speed or in an unsafe manner will forfeit the remainder of their tour. There will be NO refunds for forfeitures caused by customer misconduct. Photos and/or videos may be produced during your tour. These photos and/or videos may be used by Awesome Adventures for online and/or print marketing such as brochures and Internet Marketing. If you prefer not to be included, please advise your guide before tour begins. There will be no compensation or fees paid to participants for use of the photos/videos.

PARTICIPANT ACKNOWLEDGEMENT OF RISK

COVENANT OF GOOD FAITH

I recognize that Adventure Glide, LLC., (hereinafter referred to as AG) AG, 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 AG judges to be incapable of meeting the rigors or requirements of participating in the activity. AG is not responsible for lost, stolen or damaged personal property of the participant. Furthermore, any participant breaking any law or safety warning provided by AG will forfeit any remaining activity time. AG will not provide any refunds for reduced activity time.

Furthermore, "AG" 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 AG as consideration for the opportunity to use the facilities, equipment, materials, and/or other assets of AG; and /or to engage in the activities, events, sports, festivities, and/or gatherings sponsored by AG. 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 in behalf of myself and/or my children. This Waiver and Assumption of Risk is effective on date signed, and may not be revoked, altered, amended, rescinded, or voided without the express prior written consent of AG. In consideration of AG furnishing services and /or equipment to enable me to participate in the High Ropes Course/Zipline/Rock Climbing Wall/Whitewater Rafting/Kayak Float Trips/Mountain Bikes/Hiking/ATV Tours/Team Building and any other activity in which I am participating, and allowing me the use of part of the AG facility and adjacent property, I agree to all the terms and conditions contained in this entire document.

Photos and/or video may be taken during your tour. Photos and/or videos may be distributed on the Internet via website, Facebook, or other online sites. Photos may be used in printed materials. No fees will be due to any participant for the use of such photos and/or video

Safety Pledge: I agree that I will participate in a safety briefing before participating in any activity that will be given by an AG employee covering the AG 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 playing field, designated Climbing area, trail, river, or in or on any area while participating in the activity. I will remove them only when instructed by an AG 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 AG 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, AG 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. AG 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 for the inherent risks. The following describes some, but not all, of those risks:

OFF ROAD TOURS/ATVS/RZRS/MOUNTAIN BIKES: There is the possibility of rough terrain. Passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; it is possible that participants could be injured if they come into contact with other participants or equipment; Injuries can be sustained from the trail, equipment or from items in the area such as holes, bumps, ruts, obstacles, tree limbs and branches or rocks; major injuries are a risk as are bruises and sprains; further, participants can be thrown off the vehicles which can result in any of the above events occurring; collisions, and flipping over; accidents or illness can occur in remote places without medical facilities; the machine itself may fail; and slips and falls are always a possibility on hikes.

RIVER TRIPS/RAFTING/KAYAKS/FISHING: 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 and 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. Drowning, broken bones, snake bites, scorpion bites, bee stings and other injuries or illness resulting from unanticipated risks are possible.

ROPES COURSE/ZIPLINES/CLIMBING WALL/RAPPELLING/PAINTBALL: Participation may result in all manner of injury/illness resulting from falling off the climbing wall, mountain faces, or ropes course and hitting rock faces and projections whether permanently or temporarily in place or on the floor. Participation may result in 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. Participation may result in injuries resulting from fallen climbers or dropped items, such as, but not limited to, ropes, climbing hardware, and dropped or broken holds. Participation may result in cuts and abrasions resulting from skin contact with the climbing wall or ropes course. Failure of ropes, slings, bolts, chains, climbing hardware, anchor points, or any part of the climbing wall structure or ropes course structure can occur. Participation may result in injuries including broken bones, sprains, bruises, and more serious injuries including paralysis or death, eye injuries, and other unforeseeable incidents.

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 in spite of the risks.
2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless AG 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 AG's equipment or facilities, **including any such claim which allege negligent acts or omissions of "AG"**.
3. I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify AG 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 AG facility whether caused or contributed to, in whole or in part, by the negligence of AG, 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 AG, , its agents, employees, officers or representatives arising from my activity at the AG facilities and adjacent properties.
4. I acknowledge that engaging in this activity may require a degree of skill and knowledge different that other activities and that **I have responsibilities as a participant**. I acknowledge that the staff of AG 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 AG 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 AG, 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 AG 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 Signature

Participant Printed Name

Date

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

The undersigned parent or guardian has read the above Waiver, agrees to it terms and hereby gives permission for the above named minor to participate in the scheduled activities at AG and hereby gives AG permission to authorize medical treatment as may be deemed necessary for the child named above while playing High Ropes Course Games or while involved in any other activities at AG.

Signature of PARENT/GUARDIAN _____

RULES AND INSTRUCTIONS OF ATV OPERATION

Please Initial (not check) each item after you read and understand it

- _____ The Left Hand Brake operates the vehicle's rear brakes.
- _____ The Right Hand Brake operates the vehicle's front brakes.
- _____ Use BOTH Left and Right Hand Brakes to stop the vehicle.
- _____ The Right Foot Brake also operates the rear brakes. Do NOT ride with foot engaging foot brake.
- _____ The Operator MUST keep his/her feet on floorboards at all times while vehicle is in motion. Failing to do so may result in severe injury.
- _____ Avoid large rocks and other obstacles on the trail. Loss of control and/or loss of stability may result if vehicle tires make contact with large rocks or other obstacles.
- _____ If at any time you, the vehicle operator, feel uncomfortable on or unable to control the vehicle, you, the operator, must apply the brake and bring your vehicle to a complete stop, then wait for the tour guide to come and assist, or resolve any problems or complications.
- _____ The vehicle operator must lean their body weight forward on the vehicle while traveling uphill.
- _____ The vehicle operator must lean their body weight toward the rear of the vehicle while traveling downhill.
- _____ The vehicle operator must shift body weight to the up hill side of the vehicle while traveling on a side hill incline.
- _____ At all times, while the vehicles are in motion, the vehicle operator must remain at least 4 ATV lengths (20+ feet) from the vehicle traveling directly in front. This distance is to insure the minimum safe stopping distance, as to avoid contact with the vehicle directly in front.
- _____ Do not "Fish Tail" or "Hot Dog" the vehicle or perform any other stunts at any time. Doing so will result in the termination of your tour. This is your only warning. If you are unsure about the meanings of "Fish Tail" or "Hot Dog", consult your tour guide or other Tour Staff. Definitions will be discussed in your verbal orientation.
- _____ The operator must place both hands on the vehicle's handlebars at all times while operating the vehicle. Do not attempt to use cameras, phones, or other equipment while operating the vehicle.
- _____ The Tour guide will give complete instructions about starting the engine, operating the throttle, and operating the transmission. This vehicle is equipped with an automatic transmission and electric starter.
- _____ Do not pick up or remove any sand, rock, plant or animal life, or artifact. All articles found in the Trail System must remain in the Trail System. These rules are necessary to protect everyone and insure a safe and enjoyable experience for all participants.

RULES AND INSTRUCTIONS OF RZR OPERATION

Please Initial (not check) each item after you read and understand it

- _____ The vehicle has a brake pedal for braking, similar to that of an automobile.
- _____ The vehicle has an accelerator pedal similar to that of an automobile.
- _____ The operator must wear the seatbelt at all times of operation
- _____ The operator must wear a safety tether/wrist restraint on his/her left wrist.
- _____ The operator must use the Safety Net Provided.
- _____ The operator must wear a safety helmet and safety goggles.
- _____ The operator must operate the vehicle in low gear and may not use high gear unless authorized by attendant.
- _____ The operator must operate the vehicle in the 2WD and 4WD mode as directed by guide.
- _____ The operator must keep arms and legs inside the vehicle at all times and hands on the steering wheel.
- _____ If at any time, you, the operator, feel uncomfortable or unable to control the vehicle, you must stop and wait for a guide to assist you.
- _____ The operator should not pass or attempt to pass other vehicles.
- _____ If the operator tips or rolls the vehicle over, they should NOT place their arms or legs outside the vehicle. Failure to follow this instruction could result in serious injury.
- _____ If the operator tips or rolls the vehicle over, the operator should turn the engine off immediately, stay calm, and wait for guide.
- _____ If the vehicle tips or rolls over, the operator will be charged a minimum of \$300, in addition to any damage done.
- _____ If the operator tips or rolls the vehicle over, the remainder of their ride will be forfeited, and no refunds will be due for loss of time.
- _____ Passenger must keep both hands on the T Bar at all times.
- _____ Passenger must keep arms and legs inside the vehicle at all times.
- _____ Passenger must wear helmets, seat belts and all required safety gear