



## LIABILITY WAIVER AND RELEASE

I, \_\_\_\_\_, in my participation to the guided hiking tour(s) / shuttle service provided by Seeking Treasure Adventures LLC ("STA") to \_\_\_\_\_ on \_\_\_\_\_, fully understand and acknowledge that:

- a. the outdoor activities, use of outdoor equipment (proper or improper) and all travel in motor vehicles (on highway, paved, dirt and off roads) in the context of the guided hiking tours / shuttle service provided by STA (each a "STA Activity", together the "STA Activities") have inherent risks, dangers and hazards that may arise from foreseeable or unforeseeable causes, including, but not limited to, insect/animal bites and stings, exposure to the sun, lightning, uneven terrain, high altitude, falling rocks or trees, exposure to extremes of heat or cold, flash floods, guide decision making (e.g. misjudgment of terrain, weather or trail location);
- b. my participation in any and all (or portions of) STA Activities may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, emotional trauma, death or other ailments that could cause serious disability;
- c. these risks, dangers and hazards may be caused by (i) my own actions or inactions, (ii) the actions, inactions or negligence of the other participants in the STA Activity, (iii) the negligence or omissions of the owners, employees, officers, contractors or agents of STA, (iv) the negligence of others, (v) accidents, (vi) breaches of contract, (vii) the forces of nature or (viii) other causes.

By signing this Liability Waiver and Release, I represent to STA that I do not have any medical condition that could be triggered or worsened by outdoor activity and that I have not been advised by any treating physician to limit my physical activities and/or exercise in any way. 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 realize that the failure to disclose any significant aspects of my physical condition or medical history could result in harm to fellow participants and myself. I agree to notify STA should there be any change in my health status prior to participating in any STA Activity.

I also understand that, while STA guides may have first aid training, (a) they are not trained in extensive emergency medical procedures and (b) in case of a serious medical emergency, means of rapid evacuation or availability of medical supplies and facilities may be limited. I give my permission to STA guide(s) and other participants on the STA Activity(ies) to seek emergency medical treatment for me, even if I am unconscious or cannot otherwise consent. I also agree that if I should decide to decline medical treatment or first aid on scene I will be required to do so in writing.

Furthermore, I acknowledge that STA is not responsible if any of my personal property or other valuables is lost, damaged, or stolen on the STA Activity(ies) and I agree to be liable for any STA equipment loss or breakage due to my actions, inactions or negligence.

I AM AWARE THAT ANY GUIDED HIKING TOUR / SHUTTLE SERVICE PROVIDED BY STA INCLUDES POTENTIALLY HAZARDOUS ACTIVITIES, AND I AM VOLUNTARILY AND WILLINGLY PARTICIPATING IN THIS/THESE GUIDED HIKING TOUR(S) / SHUTTLE SERVICE(S) WITH KNOWLEDGE OF THE POTENTIAL HAZARDS INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISK OF DEATH, INJURY, LOSS OR DAMAGE TO PERSON OR PROPERTY.

I, on behalf of myself, my heirs, my legal representatives or assigns hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify STA and its owners, employees, officers, contractors or agents from any and all claims, actions, demands or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my participation in the STA Activity(ies). I specifically understand that I am releasing, discharging and waiving any claims, actions or demands that I may have presently or in the future for the negligent acts or other conduct by, however caused, the owners, employees, officers, contractors or agents of STA.

In the event any person, including but not limited to anyone acting on my behalf, or any entity, including but not limited to any insurance company or health care provider, makes a claim against or sues STA for damages or other legal or equitable relief for any form of indemnity in any court or before any arbitrator, arising out of my participation in any STA Activities, I promise to reimburse STA for all of the costs of the legal defense (including, but not limited to, attorney fees and court fees). Further, I agree to indemnify STA in the amount of any settlement, judgment, or any other form of award imposed against STA and arising out of or in any way connected to my participation in any STA Activities.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS LIABILITY WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

I agree that no oral representations, statements, or inducements apart from the foregoing Liability Waiver and Release have been made, and understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature.

I agree that this Liability Waiver and Release will be governed by the law of the State of Utah and is intended to be as broad and inclusive as is permitted by Utah law. In any event any portion of this Liability Waiver and Release is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the balance of this Liability Waiver and Release shall not be affected or impaired in any way and shall continue in full legal force and effect.

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Signature

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Date

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Name (printed)